



MONEY ALL-ACCESS

Deposit Account Agreement

Deposit Account Agreement

IMPORTANT – PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY AND KEEP IT FOR YOUR RECORDS

This consumer deposit account agreement ("**Agreement**") governs your Brink's Money All-Access Account ("**Account**") offered by Republic Bank & Trust Company, Member FDIC. By opening or maintaining an Account with us, you accept and agree to be bound by the terms and conditions of this Agreement. This Agreement includes the following disclosures (i) the Schedule of Account Fees and Terms, (ii) Electronic Signatures in Global and National Commerce Act ("**E-SIGN**") Disclosure, (iii) our Privacy Policy, and (iv) any additional disclosures regarding your Account and/or related features or services that the Bank may provide to you from time to time. Fees referenced throughout this Agreement can be found in the Schedule of Account Fees and Terms included below and on www.brinksmoneyallaccess.com.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION THAT AUTHORIZES EITHER PARTY TO ELECT MANDATORY AND BINDING ARBITRATION OF CERTAIN DISPUTES. THE TERMS OF THE ARBITRATION PROVISION ARE SET FORTH IN SECTION 19(e) ENTITLED "RESOLUTION OF DISPUTES BY ARBITRATION." PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. THE ARBITRATION PROVISION WILL IMPACT THE WAY CERTAIN DISPUTES ARE HANDLED. FOR EXAMPLE, FOR ANY CLAIM SUBJECT TO ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION.

1. DEFINITIONS

When used in this Agreement:

- a. "**Access Device**" means your Card, PIN, Password, and any other code or device that we make available to access your Account.
- b. "**Accountholder**," "**you**" and "**your**" mean you, the customer who owns the Account.
- c. "**ACH**" means the Automated Clearing House network, a funds transfer system governed by the NACHA (National Automated Clearing House Association) rules, that provides funds transfer services to participating financial institutions.
- d. "**Actual Balance**" is the aggregate amount of funds in your Account according to our records and includes electronic credits and all deposits, and is shown as "Balance" in the Online Account Center (OAC). Your Actual Balance may be different than your Available Balance.
- e. "**Annual Percentage Yield**" or "**APY**" is the total amount of interest paid on an Account, based on the interest rate and the frequency of compounding for a three hundred sixty-five (365) day period (three hundred sixty-six (366) day period in a leap year), and is expressed as a percentage.
- f. "**ATM**" means Automated Teller Machine.
- g. "**Available Balance**" is the amount of funds available for withdrawal and authorizing transactions, which may be different than your Actual Balance. The Available Balance is reduced by (i) the amount of pending transactions, such as a point-of-sale transaction; (ii) funds on hold in accordance with our funds availability policy; (iii) our receipt of notice that a transaction will be presented or returned; or (iv) our receipt of legal process relating to your Account.
- h. "**Average Daily Balance**" is determined by taking the Actual Balance in the Account as of the cutoff time on a Business Day for each day in the statement period, adding those balances together, and then dividing by the number of days in the statement period.
- i. "**Business Day**" means any day of the week that is not a Saturday, Sunday or federal holiday. Any references to "days" found in this Agreement mean calendar days unless indicated otherwise. Non-Business Days are considered part of the following Business Day.
- j. "**Card**" means the debit card that may be used to access your Account as further described in the section below titled "*Electronic Funds Transfer Services*."
- k. "**Direct Deposit**" means an ACH credit intended for, or posted to, your Account. A Direct Deposit may include payroll, pension, state or federal payments (including Social Security benefits), from your employer or other originator.
- l. "**EFT**" means electronic funds transfer transactions.
- m. "**Financial Service**" means your Account or any financial product or service made available through the OAC or Mobile App or otherwise in connection with your Account.
- n. "**Item**" means service charges, electronic items or transactions, drafts, preauthorized payments, automatic transfers, telephone-initiated transfers, ACH transactions, online

banking transfers or bill payment instructions, adjustments, and any other instruments or instructions for the payment, transfer, or withdrawal of funds.

- o. **"Mobile App"** means the mobile application made available to you by the Bank or its service provider through which you may obtain information regarding, and otherwise manage, your Account.
- p. **"Netspend"** refers to Netspend Corporation, who performs certain services related to your Account on our behalf.
- q. **"Online Account Center" or "OAC"** means the website made available to you by the Bank or its service provider appearing at www.brinksmoneyallaccess.com, through which you may obtain information regarding, and otherwise manage, your Account.
- r. **"Password"** means the password associated with your User Name that you use to access the OAC and/or Mobile App.
- s. **"PIN"** means a Personal Identification Number used in connection with your Card to conduct Account transactions, as further described in the section below titled *"Electronic Funds Transfer Services."*
- t. **"Schedule of Account Fees and Terms" or "Fee Schedule"** refers to the document listing fees applicable to your Account, which is attached at the end of this Agreement.
- u. **"User Name"** means the user name that you establish to access the OAC and/or Mobile App.
- v. **"Virtual Card"** (as further described in the section labeled *"Virtual Card"*) means a temporary Access Device issued to you by Bank that you may elect to obtain to access your Account for telephone or online transactions, without needing to present your Card.
- w. **"We," "us," "our," and "Bank"** mean Republic Bank & Trust Company, Member FDIC.

Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so that the singular includes the plural and the plural includes the singular.

2. INTRODUCTION

- a. Your Account is a Demand Deposit Account. Your Account is to be used only for personal, family, or household use, and is not designed or intended for business use. We may close your Account if we determine that it is being used for business purposes.
- b. Service Charges. You agree to pay the charges as shown on the Schedule of Account Fees and Terms. As these charges are incurred, we will deduct the charges directly from your Available and Actual Balance. We will not be liable for dishonor of any Item resulting from our deduction of any charges as authorized by this Agreement.

NOTE: Fees assessed to your Account may bring your Actual and/or Available Balance negative. Any time your Actual Balance is less than the fee amount being assessed to your Account or your balance is already negative, the assessment of the fee will result in a negative balance on your Account or increase the negative balance on your Account, as applicable. If that occurs, any subsequent deposits to your Account will first be applied to the negative balance.

- c. Changes to this Agreement. We may change this Agreement at any time. We may add new terms or delete or amend existing terms, add new services and discontinue existing services, or convert existing services into new services. We will give you reasonable notice in writing or by any method permitted by law of an adverse change to this Agreement; however, we may make changes without prior notice unless otherwise required by law. We may, but are not required to, notify you of changes that we make for security reasons or that we believe beneficial or otherwise not adverse to you.

When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your Account. If you continue to use your Account or keep it open, you are deemed to have accepted and agreed to any changes, as of the effective date of any such change. If you do not wish to be bound to the changes, you may close your Account as provided in this Agreement. You can obtain a copy of our current Agreement through the OAC or by calling 877-849-3240.

- d. Compliance with Laws and Regulations. When you do business with us, you agree to comply with all applicable laws, regulations or ordinances, and orders of governmental and governing authorities, including federal and state privacy laws and anti-money laundering laws. You agree not to use your Account or any related features or services, including your Card, for any unlawful purpose, including unlawful internet gambling.
- e. Our Relationship. This Agreement does not create a fiduciary relationship. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence.

3. Information About You and Your Account

- a. Personal Information at Account Opening.

Important Information for Opening an Account: To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens an Account.

What this means for you: When you open an Account, we will ask for your name, address, date of birth, and government ID number. We may also ask to see your driver's license or other identifying documents.

All Accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. We may validate the information you provide to us to ensure we have a reasonable belief of your identity. If we are not able to verify your identity to our satisfaction, we will not open your Account or we may close the Account if it was previously funded. We reserve the right to not open an Account for anyone in our sole discretion. We may also limit the number of Accounts that you have in our sole discretion. Your Account is subject to fraud prevention restrictions at any time, with or without notice.

Eligibility: By applying for, maintaining, and using this Account, you represent and warrant to us that: (i) you are a citizen or permanent resident of the fifty (50) United States ("U.S.") or the District of Columbia who can lawfully enter into and form contracts under applicable law in the state in which you reside; (ii) the personal and financial information that you have provided to us is true, correct and complete; and (iii) you have read this Agreement and agree to be bound by and comply with its terms.

- b. Opening an Account. In order to open an Account, you must provide all of the personal and financial information required from you and pass the mandatory identification verification described above. In addition, you must activate the Card you received from us in connection with your Account. To activate your Card, you must call 877-849-3240 or visit www.brinksmoneyallaccess.com. You will select a PIN when you activate your Card.
- c. ADDRESS OR NAME CHANGES. WHEN YOU OPEN AN ACCOUNT WITH US, YOU GIVE US INFORMATION ABOUT YOURSELF AND CONFIRM THAT IT IS CORRECT. WE WILL RELY ON THAT INFORMATION UNTIL YOU NOTIFY US OF A CHANGE AND WE HAVE A REASONABLE TIME TO ACT ON THE NEW INFORMATION. YOU ARE RESPONSIBLE FOR NOTIFYING US OF ANY CHANGE IN YOUR PHYSICAL ADDRESS, MAILING ADDRESS, EMAIL ADDRESS, PHONE NUMBER, OR YOUR NAME, NO LATER THAN TWO (2) WEEKS AFTER SAID CHANGE. ANY NOTICE OF CHANGE OF ADDRESS OR NAME REQUIRED BY THIS AGREEMENT MAY BE PROVIDED TO US BY CALLING 877-849-3240 OR VISITING THE OAC. WE WILL ATTEMPT TO COMMUNICATE WITH YOU ONLY BY USE OF THE MOST RECENT CONTACT INFORMATION YOU HAVE PROVIDED TO US. YOU AGREE THAT ANY NOTICE OR COMMUNICATION SENT TO YOU AT AN ADDRESS NOTED IN OUR RECORDS SHALL BE EFFECTIVE UNLESS WE HAVE RECEIVED AN ADDRESS CHANGE NOTICE FROM YOU WITH REASONABLE TIME TO ACT UPON IT.
- d. Account Ownership. The Account may only be owned and titled in the name of one individual. Account ownership is non-transferrable. The Account cannot be owned or titled jointly, by an organization, as Payable on Death or In Trust For.
- e. Account Statements. You will be able to review Account transactions and Account statements through the OAC. You should review your transaction history regularly to protect your rights, including your right to dispute transactions that you believe are unauthorized. We will send you an email that your Account statement is available on the OAC, and the Account statement shall be deemed received on the date that it is posted to the OAC. Account statements will be made available for each monthly cycle in which an EFT has occurred. If no EFT has occurred, a periodic statement will be provided at least quarterly. If your Account is dormant, we may stop sending you Account statement emails, posting statements to the OAC, or both (see the "Unclaimed Property – Accounts Presumed Dormant or Abandoned" section for more details on inactive Accounts).
- WE WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES AS A RESULT OF: (I) YOUR FAILURE TO PROMPTLY NOTIFY US OF A CHANGE IN YOUR EMAIL ADDRESS; (II) YOUR FAILURE TO PROMPTLY NOTIFY US IF YOU ARE UNABLE TO ACCESS THE OAC OR YOUR STATEMENT; OR (III) YOUR FAILURE TO MAKE ARRANGEMENTS TO ACCESS THE OAC AND OBTAIN YOUR STATEMENT. YOU ARE RESPONSIBLE FOR THE ACCURACY OF YOUR STATEMENT WHETHER OR NOT IT IS REVIEWED.
- f. Closing an Account. You agree to notify us of your intention to close your Account, and we reserve the right to request that your notice be in writing that affirmatively acknowledges that closing the Account could affect your receipt of Financial Services. After an Account is closed, we have no obligation to accept deposits or pay any outstanding Items, but we may do so at our option. You agree to hold us harmless for refusing to honor any Item on a closed Account. **The Bank reserves the right to refuse to return any remaining Actual Balance amount less than \$1.00.**

As explained in further detail in the E-SIGN Disclosure, authorization to electronically receive any and all communications or disclosures related to your Account and any related products and services is a condition of the Account, meaning that if you revoke your consent to receive such communications and disclosures electronically you understand that we will immediately close your Account.

We may close your Account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obligated to do so. If we close your Account, we will, unless otherwise required by law, send you a check for your final Actual Balance, if any, minus any applicable Account fees and charges. An Account Closure Fee may be assessed if funds are returned to you via check. Please refer to the Schedule of Account Fees and Terms at the end of this Agreement for a complete listing of the fees applicable to this account. If your Actual Balance is insufficient to pay applicable Account fees and charges owed to us, you will continue to be liable to us for the unpaid amount until it is paid in full. Your obligations for transactions conducted prior to Account closure will survive the closure of the Account and termination of this Agreement.

- g. Email. We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email account available to any other individual, you agree that you are responsible for any release of any Account information to such individual. It is your sole responsibility to ensure that the email address you provide to us is current and accurate. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current email address.

4. Truth-in-Savings Disclosure

- a. **Rate Information:** There is no interest rate on your Account.
- b. **Balance Information**
- i) **Minimum Balance Requirements:** No minimum balance is required to open or maintain an Account or avoid the imposition of any fees.
- c. **Fees**
- i) Fees apply to this account. Please refer to the Schedule of Account Fees and Terms at the end of this Agreement for a complete listing of the fees applicable to this account.

5. Deposits

- a. FDIC Insurance. The funds on deposit in your Account are insured by the Federal Deposit Insurance Corporation ("FDIC") up to applicable limits. The FDIC website at www.fdic.gov allows you to determine the amount of your deposits which are insured. For more information, please contact the FDIC directly at 1-877-ASKFDIC (1-877-275-3342).
- b. Deposit Methods. You can make deposits to your Account by one of the following methods:

Deposit Method	Limit	Frequency
Direct Deposit or ACH transfers from a third-party financial institution	No Limit (<i>Manual review may be conducted on deposits exceeding \$15,000.00.</i>)	None.
Cash remittances sent to us through the Netspend Network	\$7,500.00	Per transaction
	\$7,500.00	Per day
	\$15,000.00	Per thirty (30) day period
Cash remittances sent to us through an eligible third-party money transmission service provider	Limit and frequency of deposits varies based on service selected; please see third-party service terms and conditions for limits specific to the service selected.	
Check deposits sent to us through an eligible mobile check deposit service provider	Limit and frequency of deposits varies based on service selected; please see third-party service terms and conditions for limits specific to the service selected.	
Funds transmitted to us electronically through an eligible third-party money transmission service provider (e.g., a non-ACH transfer through a third-party service provider)	Limit and frequency of deposits varies based on service selected; please see third-party service or third-party financial institution terms and conditions for limits specific to the service selected.	

We may, through the OAC or Mobile App, offer you additional ways to deposit money from time to time, and any terms, fees or limits applicable to any of these methods will be disclosed to you at the time they are offered to you.

- c. **Accepting Deposits**
You authorize us to deposit to your Account Direct Deposits and any other amounts received for your benefit. We shall have the right to forward Items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve

Banks to handle such Items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearing house rules, you specifically authorize us to handle such Items in accordance with the rules and regulations of the clearing house. No other person can deposit money into your Account on your behalf, and we reserve the right to reject any such deposit. We will not accept any checks, money orders or cash mailed to us for deposit, or any inbound wire transfers to your Account. We are not liable for any checks, money orders or cash mailed to us. All deposits are received electronically and processed at our processing facility. All Items sent to us for deposit are payable only in U.S. dollars.

FEDERAL PAYMENTS: THE ONLY FEDERAL PAYMENTS THAT MAY BE DEPOSITED TO YOUR ACCOUNT VIA AN ACH CREDIT ARE FEDERAL PAYMENTS FOR THE BENEFIT OF THE ACCOUNTHOLDER. IF YOU HAVE QUESTIONS ABOUT THIS REQUIREMENT, PLEASE CALL CUSTOMER SERVICE.

All deposits are posted to your designated Account conditionally, subject to our receipt of final payment. If final payment is not received on any Item you deposited to your Account, or if any Direct Deposit, ACH credit or EFT to your Account is reversed by the originating financial institution for any reason, you agree to pay us the amount of the reversed deposit, and you authorize us to debit any Account with us of which you are an owner, without prior notice and at any time, for the amount of the reversed deposit and any returned Item. You also authorize us to debit your Account for any applicable fee assessed by us, any interest paid on the deposit, and any other fee we pay or loss we incur. We may also use any other legal remedy to recover the amount you owe us.

We are not responsible for any transactions until we actually receive and post the transaction to your Account. We are not liable for the default or negligence of our duly selected agents or correspondents, nor for losses in transit. We may, at our discretion, refuse to accept funds for deposit to your Account for any reason and we may, at our discretion, return such funds to the originator.

d. Funds Availability.

The availability of your deposit varies depending on the type of deposit and is explained below. Availability or use of funds deposited to the Account may be delayed or denied in the event of technology malfunctions, or pursuant to our compliance with or discharge of legal or regulatory responsibilities, or as otherwise provided in this Agreement.

We may accept, pay, certify, or charge Items to your Account in the order we choose. Even if we provisionally post Items to your Account during the day, we may treat them as if we received all of them at the end of the day.

i) Generally, your deposits and withdrawals are processed as follows:

- (1) Unless manual review is needed, Direct Deposits and any other ACH credits are added to your Available and Actual Balance at the time we receive and process the applicable ACH file or at the time we receive pending deposits that are immediately available for your use. You may arrange to have funds transferred by ACH to your Account by your employer or other appropriate payor. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five (5) Business Days after we receive the deposit.
- (2) ACH debits are deducted from your Available and Actual Balance in the order of lowest to highest dollar amount if multiple ACH debits with the same effective date are present in a single ACH file that we process or if multiple ACH debits are received with an effective date in the future. ACH debits that exceed your Actual Balance at 8pm Central Time will be returned.
- (3) Transactions received during the day are processed as they occur. PIN or signature debit card transactions, including any applicable transaction fees, received during the day are debited from your Available Balance as they occur if there is a sufficient Available Balance in the Account to pay them. **Please note: Your Available Balance may not reflect every transaction you have initiated or previously authorized (e.g., preauthorized debit transaction holds that are later released). Your Actual Balance reflects all transactions that have settled.**
- (4) **When applicable, accrued interest is paid the day after the end of the quarter.**
- (5) Fees for services we provide that have not already been debited from your Account are deducted from your Available and Actual Balance.
- (6) **Funds sent to us through eligible third-party service providers offering mobile check services, funds transfer services, or money remittance services (i.e., retail reload).** Generally, funds that we receive from you through one of these eligible third-party service providers will be available to you within one (1) hour from the time we receive them from the third-party service provider. Please see the applicable third-party service provider's terms of service for information about their processing and transmission timeframes.
- (7) **Other Types of Deposits.** Funds availability rules for other types of deposits will be disclosed to you at the time those other deposit options are offered to you.
- (8) **YOU CANNOT MAKE ANY KIND OF DEPOSIT THROUGH ANY ATM.**
Note that after we make funds available to you, and you have spent, sent or

withdrawn all or a portion of the funds, you are still responsible for any problems involving your deposit. If you have arranged to have Direct Deposits made to your Account, you may call us at 877-849-3240 to find out whether or not the deposit has been made. There may be a fee associated with calling Customer Service. For information about the fee, see the [Schedule of Account Fees and Terms](#) below.

6. Using Your Account

Each time you use your Account to conduct a transaction, including any Card transaction, you authorize us to reduce the Available Balance in your Account by the amount of the transaction and any applicable fees. You may not exceed the Available Balance in your Account through an individual transaction or a series of transactions – unless we decide, in our sole discretion, to authorize such transaction(s) because you have (i) qualified for Purchase Cushion coverage or (ii) opted to participate in and have qualified for the Debit Card Overdraft Service. If you do not qualify for either the Purchase Cushion or the Debit Card Overdraft Service (each defined in more detail below), and any transaction(s) exceeds the balance of the funds available in your Account, you will remain fully liable to us for the amount of the transaction(s) and any applicable transaction fee(s). You agree to pay us promptly for the negative balance. If you have not deposited sufficient funds to your Account to cover the negative balance within sixty (60) days of its creation, we may close your Account. Additionally, we have the right to pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Account(s) you may have with us. In all instances described above, deposits to your Account may be made via any of the deposit methods described in this Agreement.

You are responsible for all obligations arising out of the ownership and maintenance of your Account, including the amount of any deposits to the Account and for which the Account was credited, any negative balances on your Account, any service charges to the Account, or losses arising from the breach of any representation or warranty you make to us in this Agreement or under applicable law, and the costs we incur to enforce our rights under this Agreement or to collect any sum you owe us under this Agreement, including, to the extent permitted by law, our reasonable attorneys' fees.

- a. **Limitations on Withdrawals.** We may refuse to allow any withdrawals without the Bank creating liability to you if (i) we have a concern that one or more transactions on your Account may have been unauthorized, fraudulent or illegal, (ii) there is a dispute concerning the Account that makes us uncertain regarding the instructions that have been given, (iii) the Account is garnished or attached, (iv) the Account has been pledged to the Bank as collateral for a debt, (v) the availability of the funds on deposit cannot be verified, (vi) any required documentation has not been presented, or (vii) you have failed to repay an obligation to us on time or the withdrawal would consist of money owed to us.
- b. **No Check Writing.** Your Account does not offer a check writing feature. You may not write checks on your Account, or order checks for your Account from us or any other source. Any transactions to your Account that involve a check drawn on your Account, including written checks, check by phone, or third-party authorizations that come through as a check, will not be honored. When providing Account and routing numbers to merchants to make a payment (whether in person, electronically or over-the-phone) you need to ensure that the merchant is using the ACH system to process the transaction as an electronic debit, as ACH is an accepted form of payment for your Account. If the merchant processes a payment as a check, the check will be rejected and not paid. You may be charged a fee by the merchant if this happens. You may not use your Card number or your Account number and our routing number in connection with the creation and/or negotiation of any financial instruments, such as checks, which we have not authorized.

7. Electronic Funds Transfer Services

- a. **Types of Transactions.** We offer the following types of EFT services for your Account.
 - i) **Direct Deposits.** You can arrange for Direct Deposits to your Account (see the "Deposits" section for more information).
 - ii) **Preauthorized Credits/Debits.** We accept, on your behalf, preauthorized credits and debits to your Account which allow unrestricted activity. You may also arrange for recurring payments to merchants and other parties using bill pay services made available through eligible third-party bill payment service providers. We may conduct these transactions via ACH transfer. Each of these services has unique fees associated with the transaction – please see the [Schedule of Account Fees and Terms](#) below. When you provide the party initiating the withdrawal or deposit with advance authorization to make recurring ACH transfers to or from your Account, the transfers are referred to as "**preauthorized transfers**." Because these preauthorized transfers are performed electronically through the ACH, they are governed by federal regulations pertaining to EFT services. These regulations entitle you to certain benefits and protections in connection with the EFT services, such as the right to receive a copy of your written authorization to debit your Account from the party that obtains it.
 - iii) **Card Transactions.** Any Card issued by us to you remains our property and must be surrendered upon demand. To guard against someone initiating a transaction that you

have not authorized, you must take all reasonable precautions to prevent any other person from learning your PIN. If you permit or authorize another person or entity to use your Card or PIN, you may be liable for all resulting transactions and fees incurred. You must notify us to revoke permission for any person or entity you previously authorized to use your Debit Card, Card Number, or PIN. If you notify us to cancel another's use of your Card, Card Number or PIN, we may close your Debit Card and issue a new Card to you with a different number.

- 1) **Cash Access.** With your PIN, you may use your Card to obtain cash from any ATM or any Point-of-Sale ("POS") device, if and as permitted by the relevant merchant, bearing an acceptance mark displayed on the Card. ATM transactions are treated as cash withdrawal transactions. You may also obtain your Available Balance through certain ATMs. A fee may be associated with the use of your Card to obtain cash or Available Balance information. For information about these fees, please see the Schedule of Account Fees and Terms below. In addition, some or all transactions may be subject to a surcharge assessed by the terminal owner. Any cash withdrawn through an ATM or POS device transaction, or through a participating bank, will be subject to the limitations set forth in the section below labeled "*Limitations on Transfers*". Cash withdrawals are available up to the daily authorization limits disclosed below, provided the Available Balance in your Account is greater than or equal to the amount requested plus any fees that may be charged along with the cash disbursement. Cash withdrawals may also be subject to varying daily limits at the terminal owner's discretion. If you use your Card and PIN to obtain Available Balance information through an ATM, please note that the Available Balance information provided may not reflect recent transactions and may include funds that are not available for immediate withdrawal.
- 2) **Purchase Transactions.** You may use your Card to purchase goods and services from merchants that accept Cards bearing an acceptance mark displayed on the Card as a method of payment. If you do not have enough funds available in your Account to cover the total amount of a purchase transaction, you can instruct the merchant to charge a part of the purchase to your Card and pay the remaining amount with cash or another payment method. These transactions are called "split transactions." Some merchants do not allow customers to conduct split transactions. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in your Account to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.
 - A) If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorized amount will result in the placement of a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. If we do not receive the final payment amount, the preauthorized amount on hold will remain in place for thirty (30) days. During a hold period, you will not have access to the preauthorized amount. You do not have the right to stop payment on any purchase or payment transaction initiated by use of your Card, except as otherwise permitted in this Agreement. If you authorize a transaction and then fail to complete the transaction, the approval may result in a hold.
 - B) If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Account for such refunds and agree to the refund policy of the relevant merchant. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must attempt to handle it directly with the merchant. Merchant refunds in an amount the same as or less than the amount of the corresponding debit will post to your Account when they are received. We have no control over when a merchant sends a refund transaction; there may be a delay between the date of the refund transaction and the date the refund amount is credited to your Account.
 - C) We are not responsible in any way for any goods or services you decide to purchase, including, without limitation, their quality, safety, legality or delivery. We will not become involved in any dispute involving such goods or services. You also agree to release us and our respective directors, officers, employees and agents from any and all claims, demands and damages between persons using

and accepting the Cards issued to you, including any claims, demands or damages arising out of or related to the purchase or sale of goods or services.

- D) If you use your Card number without presenting your Card (such as for a mail order, telephone, or internet purchase), the legal effect will be the same as if you used the Card itself.

iv) **Transfers to Your Other Accounts.** You may transfer funds to an optional linked Savings Account ("**Savings Account**"). Separate terms and conditions apply to the Savings Account; see the OAC for additional information. You may also direct that funds be transferred from your Account to other accounts you own and hold with us or certain other financial institutions by using a transfer option available in the OAC or Mobile App; see the OAC or Mobile App for additional information.

v) **Transfers to Third Parties.** You may transfer funds from your Account to third-party accounts or persons by using a transfer option available in the OAC or Mobile App. Once the transfer has occurred, it is irrevocable.

b. Limitations on Transfers

For security reasons, we may limit the amount or number of transactions you can conduct using your Account. The following limitations apply to the transaction and transfer methods applicable to your Account.

Spend Method	Limit	Frequency
Point-of-Sale Purchase Transactions (PIN-based or Signature-based)	\$5,000.00	Per transaction
Cash Withdrawals at a Financial Institution or Netspend Network location (OTC Cash Withdrawal)*	\$5,000.00	Per transaction
ATM Cash Withdrawals (domestic or international)*	\$400.00	Per transaction
	\$1,000.00	Per day
Funds transmitted to a third party (person or account) electronically by an eligible third-party money transmission service provider (e.g., a non-ACH transfer through a third-party service provider)	Limit and frequency of deposits varies based on service selected; please see third-party service or third-party financial institution terms and conditions for limits specific to the service selected.	
Preauthorized Debits to a third-party (person or service provider)	Limit and frequency of deposits varies based on service selected; please see third-party service or third-party financial institution terms and conditions for limits specific to the service selected.	

**Additional limits may be imposed by ATM owners or other third parties.*

- c. Virtual Card. To purchase or lease goods or services or make payments by telephone or online, without needing to provide your actual Card number, you may request up to six (6) active Virtual Cards connected to your Account. You must first activate your Card with us before you can request a Virtual Card (see the section labeled "*Opening an Account*" for instructions on how to activate your Card).

A Virtual Card consists of a 16-digit card number, a 3-digit security code, and an expiration date. Each Virtual Card expires one (1) year from the last day of the calendar month during which the Virtual Card was created (e.g., a Virtual Card created on August 24, 2017 will expire on August 31, 2018). All use of your Virtual Card will be subject to the terms and conditions of this Agreement.

- d. Using your Card for International Transactions. If you use your Card to obtain cash or to purchase goods or services in another country, the amount of the charge in foreign currency (i.e., any currency other than U.S. dollars) will be converted to a U.S. dollar amount by the applicable network (e.g., Visa, Mastercard, etc.). In making this conversion, the network will use the procedures set forth in its operating regulations. Conversion to U.S. dollars may occur on a date other than the date of the transaction; therefore, the currency conversion rate may be different from the conversion rate in effect on the transaction date. You understand that we do not determine the currency conversion rate that is used, and we do not receive any portion of the currency conversion rate. Each of these transactions will be subject to a Foreign Transaction Surcharge as set forth in the Schedule of Account Fees and Terms below.
- e. Rejected Funding Transactions. Payments are made solely out of funds on deposit with the Bank in accordance with this Agreement. If you are the recipient of a transfer from another Bank customer, and the sender reverses or charges back a transaction used to fund your transfer, we may immediately and without notice or presentment debit your Account

for the amount of the transfer, regardless of whether your Account has a sufficient Available Balance to fund the transaction. You are responsible for any negative Actual Balance created in your Account by the reversal. You may incur interest, fees and charges in accordance with this Agreement if there are insufficient funds in your Account to cover such amount.

- f. **Limitation on Payments.** We may terminate access to the Account at any time for any reason, including without limitation (i) with respect to any recipient of transfers, if we believe in our sole discretion that there is an excessive number of disputes involving customer use, or (ii) with respect to any third party, if we believe in our sole discretion that the third party has initiated disputes without reasonable cause or in bad faith. We also may reject a transaction or restrict your access to the OAC or Mobile App to make further transactions at any time if we believe the security of your Account or the OAC or Mobile App is at risk or any fraudulent or illegal activity may be occurring, including evidence of unusual activity in your Account.
- g. **Documentation of Transfers.** You have a right to receive a receipt at ATMs and POS terminals that accept your Card each time you make a transaction. You will also be able to view your Account statement and transaction history on the OAC.
- h. **Cancellation of Recurring Payments**

Right to stop payment and procedures for doing so: If you have arranged for recurring payments to a merchant using the bill pay services available through an eligible third-party service provider, you should first contact the applicable third-party service provider to cancel the recurring payment. If the merchant or bill payment service provider with whom you have arranged recurring payments from your Account is unable or unwilling to stop your payment, you can call us at 877-849-3240 or write to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136 to request a stop on such payment. We must receive your request at least three (3) Business Days before the payment is scheduled to be made. Such a stop payment request will cancel one (1) recurring payment. If you want to permanently stop all recurring payments to a specific merchant then we require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments. There is a fee associated with each stop payment order you give to us. For information about the fee, please see the Schedule of Account Fees and Terms below.

Notice of Varying Amounts: If the recurring payments you make might vary in amount, the person you are going to pay is required to tell you the payment date and the amount of the payment ten (10) days before each payment is scheduled to take place. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability of Bank for Failure to Stop Payment of Preauthorized Transfer: If you order us to stop payment of a preauthorized transfer three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

- i. **Lost or Stolen Card or Unauthorized Transactions**
If you believe your Card or PIN or other Access Device has been lost or stolen or used without your permission, call us at 877-849-3240, email us at customerservice@brinksmoneyallaccess.com, or write to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136. Telephoning is the best way of keeping your possible losses down.

8. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS

Telephone Customer Service at 877-849-3240, email us at customerservice@brinksmoneyallaccess.com, or write to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136, as soon as you can if you think your Account statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent (or delivered through the OAC) the FIRST statement on which the problem or error appeared. In your communication to us, you will need to provide us with the following information:

- Your name and Account number.
- A description of the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for new Accounts) after we hear from you and will correct the error, promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new Accounts, point-of-sale, or foreign-initiated transactions) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days (twenty (20) Business Days for new Accounts) for the amount you think is in error, so that you will have the use of the money during

the time it takes us to complete our investigation. If we ask you to put your questions or complaint in writing and we do not receive it within ten (10) Business Days, we may not credit your Account.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at 877-849-3240 or visit www.brinksmoneyallaccess.com.

9. YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS

TELL US AT ONCE if you believe your Card, PIN or any other Access Device has been lost or stolen or used without your permission, that someone has transferred or may transfer money from your Account without your permission, or if you think your PIN or Password is no longer secure or confidential. Telephoning us at 877-849-3240 is the best and fastest way of keeping your possible losses down. You could lose all your money in your Account.

If you notify us within two (2) Business Days after you learn of the loss or theft of your Card, PIN or other Access Device, you can lose no more than \$50.00 if someone used your Card, PIN or other Access Device without your permission. If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Card, PIN or other Access Device and we can prove that we could have stopped the unauthorized transaction if you had promptly notified us, you could lose as much as \$500.00. If your Card, PIN or other Access Device has been lost or stolen, we will deactivate your Card or other Access Device, as applicable, and issue you a new one to keep losses down.

Also, if you become aware of and/or your electronic history shows transactions that you did not make, including those made by your Card or other means, TELL US AT ONCE following the procedures stated in the section labeled "*In Case of Errors or Questions about Your Electronic Funds Transfers*" appearing above. If you do not tell us within sixty (60) days after the date we sent (or delivered through the OAC) the FIRST Account statement on which the unauthorized transfer appeared, you may not get back any money you lost after the sixty (60) days if we can prove that we could have prevented the unauthorized transaction(s) if you had notified us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, let us know. We may extend the time periods. You agree that you will not reveal your PIN, Password or any other Access Device to any other person; not write your PIN or Password on your Card or on any item kept with your Access Devices; and not leave a computer terminal unattended after you have logged in using your Password or other Access Device.

If you were issued a Card bearing the Visa® acceptance mark, your liability for unauthorized transaction(s) is \$0.00 if you were not grossly negligent or fraudulent in the handling of your Card, except that this reduced liability does not apply to debit transactions not processed by Visa or to foreign ATM Cash Withdrawal transactions. You must notify us immediately of any unauthorized use.

If you were issued a Card bearing the Mastercard® acceptance mark, your liability for unauthorized transaction(s) will be \$0.00 if you notified us promptly upon becoming aware of the lost or theft of your Card and you exercised reasonable care in safeguarding your Card from loss, theft, or unauthorized use, except that this reduced liability does not apply to debit transactions not processed by Mastercard. You must notify us immediately of any unauthorized use.

If you were issued a Card bearing the VISA® acceptance mark, procedures are in effect that will result in transactions being processed as either a Visa debit transaction or a PULSE transaction if you do not enter a PIN. Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that, should you choose to use the PULSE network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable ONLY to Visa debit transactions as described in this Agreement will NOT apply to transactions processed on the PULSE network. Please refer to the section labeled "*Your Liability for Unauthorized Electronic Funds Transfers*" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions. To initiate a Visa debit transaction at the POS, use your Card through a POS terminal, sign the receipt, or provide your Card number for a mail order, telephone, or internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or internet purchases.

10. OUR LIABILITY FOR FAILURE TO COMPLETE ELECTRONIC FUNDS TRANSFERS

If we do not complete a transaction to or from your Account on time or in the correct amount, according to our Agreement with you, we will be liable for your losses or damages only directly caused by this failure. However, there are some exceptions. For instance, we will not be liable if:

- a. Through no fault of ours, you do not have enough available funds in your Account to make the transaction;
- b. The automated teller or cash dispensing machine where you are making a cash withdrawal does not have enough cash;
- c. A merchant refuses to accept your Card;
- d. Any terminal or system was not working properly, and you knew about the breakdown when you started the transaction;
- e. Access to your Account has been blocked after you reported your Card, PIN or other Access Device lost, stolen or compromised;

- f. There is a hold, or your funds are subject to legal process or other encumbrance restricting their use;
- g. Circumstances beyond our control (such as fire, flood or riot) prevent the transaction, despite reasonable precautions that we have taken;
- h. In the case of preauthorized credits, the data from the third party is not received, is incomplete or erroneous;
- i. We have reason to believe the requested transaction is unauthorized; or
- j. Any other exception stated in our Agreement with you.

11. CARD REPLACEMENT

If you need to replace your Card for any reason, please contact us at 877-849-3240 to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, and similar information to help us verify your identity. There may be a fee for replacing your Card. For information about the fee, please see the [Schedule of Account Fees and Terms](#) below.

12. CONFIDENTIALITY

We will disclose information to third parties about your Account or the transactions you make:

- a. Where it is necessary for completing transactions;
- b. In order to verify the existence and condition of your Account for a third party, such as a merchant;
- c. In order to comply with government agency or court orders, or other legal reporting requirements;
- d. To our employees, auditors, affiliates, service providers, or attorneys, as needed; or
- e. If you give us your written permission.

Please see our [Privacy Policy](#) for information about how we collect, use and disclose your information.

13. SENDING FUNDS TRANSFERS

- a. Cutoff times for Payment Orders. We have cutoff times for processing payment orders (as that term is used in Article 4a of the Uniform Commercial Code). Cutoff times vary depending on the type of payment order. If we receive your domestic payment order after 3:00 PM (CT), or international payment order after 2:00 PM (CT), or on a Saturday, Sunday or federal holiday, it may be processed on the next funds transfer Business Day.
- b. Amending or Canceling Payment Orders. You may only amend or cancel a payment order prior to the funds transfer being sent by us. If you ask us to do this, we may make a reasonable effort to act on your request. But we are not liable to you if, for any reason, a payment order is not amended or cancelled. You agree to reimburse us for any costs, losses or damages that we incur in connection with your request to amend or cancel a payment order.
- c. Inconsistency of Name or Number. When receiving a payment order, payment may be made by us, or by other banks, to which the payment order is forwarded, based solely on the account number provided even if the account number identifies a person different from the beneficiary named by the originator of the payment order. Furthermore, when receiving a payment order, we may rely, and any other banks to which the payment order is forwarded may rely, on the bank identification number provided in the payment order even if the identification number identifies a bank different from the bank named by the originator of the payment order.
- d. Sending Payment Orders. We may select any intermediary bank; funds transfer system or means of transmittal to send payment orders. Our selection may differ from that indicated in your instructions.
- e. Notice of Rejection. We may reject payment orders. We will notify you of any rejection electronically or orally. We are not liable to you for the rejection or obligated to pay you interest for the period before you receive timely notice of rejection.

14. RECEIVING FUNDS TRANSFERS

We may receive instructions to pay funds to your Account. We may receive funds transfers directly from the sender, through a funds transfer system or through some other communications system. This includes ACH transfers that may be sent through an ACH system, or transfers processed directly to an account with us.

- a. ACH Provisional Payment Rule. Credit given by us to you with respect to an ACH credit or debit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with the entry, and

the party making payment to you (i.e., originator of the entry) will not be deemed to have paid you the amount of such entry.

- b. **Notice of Funds Transfer.** Under the NACHA Operating Rules, which are applicable to ACH transactions involving your Account, we are not required to give next-day notice to you of receipt of an ACH Item, and we will not do so. However, we will continue to notify you of the receipt of payments in the Account transaction information we provide to you (see the section above titled "Account Statements" for additional details regarding this transaction information).
- c. **ACH Debits and Credits.** From time to time, originators that you authorize may send ACH credits or debits to your Account. For each ACH transaction, you agree that the transaction is subject to the NACHA Operating Rules. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your Account, as instructed by the originator of the ACH transaction. You agree to be cautious about giving someone your Account number to help prevent unauthorized transactions on your Account. You must notify us immediately of unauthorized activity.

15. DEBIT CARD OVERDRAFT SERVICE AND PURCHASE CUSHION

IMPORTANT: The Purchase Cushion and the Debit Card Overdraft Service are SEPARATE features. You may NOT receive the benefits of the Purchase Cushion and the Debit Card Overdraft Service at the same time.

- a. **DEBIT CARD OVERDRAFT SERVICE.** Your Account includes access to the optional Debit Card Overdraft Service as described below.

- i) **WHAT YOU NEED TO KNOW ABOUT OVERDRAFT AND OVERDRAFT FEES**

You generally do not have the right to make transactions or incur fees in amounts exceeding the Actual Balance of your Account ("**Overdraft**"); however, as a non-contractual courtesy, the optional Debit Card Overdraft Service ("**Service**") is available on your Account if you elect to participate (i.e., "opt in"), and you have met each of the activation and eligibility requirements described below. In the event you qualify and opt in to the Service, we may authorize you to conduct one-time PIN- and signature-based purchase transactions and ATM withdrawals and incur fees that exceed the Available Balance of your Account, subject to the applicable fees and limitations described herein, and we reserve the right to pay Overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize the transaction, it will be declined. We may suspend or deactivate your use of the Service at any time, including if you incur too many Overdrafts. If you choose to participate in the Service, it is that Service only that will provide coverage, at our discretion, for Overdrafts. If you opt out of the Service or your participation in the Service ends or is suspended for any reason, and you have continuously used and maintained your Account in accordance with the terms of this Agreement, the Purchase Cushion feature may be made available to you at our discretion (see the "Purchase Cushion" section for more information).

- ii) **Activation and Eligibility:** To activate the Service on your Account, you must take each of the following steps:

- 1) Review and accept the terms pertaining to the Service;
- 2) Enroll in the Service (i.e., opt-in) by visiting www.brinksmoneyallaccess.com or by calling 877-849-3240;
- 3) Have a positive Actual Balance at the time of Service activation; and
- 4) Receive Direct Deposits totaling at least four hundred dollars (\$400.00) to your Account within thirty-five (35) days of enrollment in the Service (deposits made prior to enrollment will be taken into consideration for meeting the \$400 requirement

The Service will be activated on your Account within twenty-four (24) hours after you satisfy each of the steps above. After activation of the Service, you must continue to receive Direct Deposits to your Account totaling at least two hundred dollars \$200.00 every thirty (30) days. If you fail to receive Direct Deposits totaling at least two hundred dollars \$200.00 every thirty (30) days after Service activation, or your Account has a negative Actual Balance for more than thirty (30) days, or if you overuse the Service (as determined in our sole discretion), the Service will be immediately deactivated. Your Account will remain open to receive credits and deposits, which will automatically be applied to your negative Actual Balance before they are available to you; however, you will not be able to conduct any transactions using your Account, including any Card transactions, until your Account has a positive Actual Balance (i.e., sufficient funds to cover the negative Actual Balance). If the Service is deactivated, you must again satisfy each of the steps described in this section in order to reactivate the Service.

- iii) **Terms of Use:** If your Account has a negative Actual Balance for more than thirty (30) days on three separate occasions or on any one occasion for more than sixty (60) days, the Service may be permanently deactivated. Further, we have the right to pursue collection of any amounts owed at our sole and absolute discretion.

If you have enrolled in the Service and meet our eligibility requirements, we may

authorize and pay Overdrafts resulting from one-time PIN- and signature-based purchase transactions initiated using your Card and ATM withdrawals. **Other non-network debit funds transfer services, such as ACH debit transactions and those initiated through third-party bill pay service providers, are not eligible for coverage.** It is important to keep track of the Available Balance in your Account because it will be your responsibility to determine if you have overdrawn your Account, the day and time the Overdraft occurred, and the amount of any Overdraft that is authorized. You agree that within thirty (30) days of any Overdraft occurrence on your Account you will add sufficient funds to bring your Account back to a zero or positive Actual Balance, or that you will otherwise immediately pay such amount(s) to us in full upon demand. You acknowledge that your participation in the Service and the settlement by us of any Overdraft transactions does not constitute a contractual open-end line of credit. Our authorization or settlement of any Overdraft transaction on one or more occasions does not obligate us to authorize or settle future transactions. We may refuse the authorization or settlement of any Overdraft transaction for you at any time. We have no obligation to notify you before we authorize or decline a transaction that would result in an Overdraft in your Account.

- iv) **Fees:** Your participation in the Service is subject to the terms of this Agreement and, by using the Service, you may incur fees. The fees for the Service are described here, and in the [Schedule of Account Fees and Terms](#) below. The Overdraft Fee is applied to certain transactions that result in a negative Available Balance at the time of the transaction and is in addition to any other fees ordinarily applicable to a transaction on your Account as disclosed in your Agreement. **For the first Overdraft transaction that settles and creates a negative Actual Balance greater than ten dollars (\$10.00), you will have twenty-four (24) hours to add sufficient funds to your Account to bring your Account back to a zero or positive Actual Balance to avoid incurring any Overdraft Fee(s) ("Grace Period").** If you fail to do so, you will incur an Overdraft Fee for each transaction settled after your Actual Balance was greater than ten dollars (\$10.00) overdrawn, subject to the limitations set forth herein. If you bring your Account back to a zero or positive Actual Balance during the Grace Period, you will avoid incurring Overdraft Fees for each transaction settled after your Actual Balance was greater than ten dollars (\$10.00) and the Grace Period will reset.

Fee associated with the Service		
Overdraft Fee	\$20.00	Maximum of five (5) Overdraft Fees per calendar month.
<i>Multiple Overdraft Fees may be charged if multiple Overdraft transactions are authorized on the same day. Only transactions that result in a negative Available Balance when authorized may be subject to the fee. Transactions are not always processed in the order in which you make them. The order in which the transactions are received and processed can affect the balance of funds available in your Account and the total amount of Overdraft Fees assessed to your Account (see the "Funds Availability" section for more information).</i>		

We will send an email notification to your email address as reflected in our records (and an SMS text message if you are enrolled in text alerts; message and data rates may apply) when an Overdraft occurs. We will tell you where and when the transaction occurred and its amount. If the Overdraft was the first transaction to cause your Actual Balance to be overdrawn by more than ten dollars (\$10.00), we will also tell you when the Grace Period ends for purposes of avoiding payment of the Overdraft Fee(s).

- v) **Exclusions:** **Non-network debit funds transfer services, such as ACH debit transactions and those initiated through third-party bill pay service providers, are not eligible for coverage.**
- vi) **Notifications:** We will send you email notifications to the email address we have for you on file when (1) you opt in or opt out of the Service; (2) a transaction results in a negative Available or Actual Balance in your Account; (3) an Overdraft Fee is assessed (if applicable), and (4) the Service is activated or deactivated on your Account. We may also send other email notifications about the Service from time to time. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current email address (see the "Change of Address" section for more information).

The Service is offered in our sole and absolute discretion, and as such, we may elect to deactivate the Service at any time, refuse to authorize any transaction that exceeds your Available Balance, modify eligibility or activation requirements, and/or modify or change the Overdraft Fee, limits, or any other aspect of the Service. We will send you a notice of changes to this Service as required by law or regulation.

- vii) **Opt Out:** Once you have opted in to the Service, you may opt out at any time online or by calling 877-849-3240. Should you choose to opt out of the Service, you remain responsible for any negative Actual Balance(s) on your Account and agree that any

deposits made to your Account will be used to offset the value of the negative Actual Balance(s), if any.

- b. PURCHASE CUSHION.** The Purchase Cushion is a special feature available exclusively to Accountholders who have received qualifying Direct Deposits of paychecks and/or government benefits payments totaling at least five hundred dollars \$500.00 within one (1) calendar month.

i) WHAT YOU NEED TO KNOW ABOUT PURCHASE CUSHION

You generally do not have the right to make transactions or incur fees in amounts exceeding the Available Balance of your Account. We reserve the right to deny any transaction if available funds in your Account are insufficient to cover any transaction, fees, or other charges. However, as a non-contractual courtesy, and in our sole discretion, upon qualifying for the Purchase Cushion, we may from time to time authorize one-time PIN- and signature-based purchase transactions that you request that create up to a \$10.00 negative Available Balance in your Account. We refer to this feature as the "Purchase Cushion."

- ii) Fees:** You will not be assessed any fees for Purchase Cushion coverage. If you meet our eligibility requirements, we may authorize negative Available Balances resulting from one-time PIN- and signature-based purchase transactions initiated using your Card. No other Account transactions are eligible for Purchase Cushion coverage.

- iii) Terms of Use:** It is important to keep track of the Available Balance in your Account because it will be your responsibility to determine if we authorized Purchase Cushion coverage. If you conduct a transaction that creates a negative Actual Balance in your Account, you agree that within thirty (30) days of its creation you will deposit sufficient funds to your Account to cover the negative balance so that your Account has at least a zero or positive balance, or that you will otherwise immediately pay such an amount to us in full upon demand. If after thirty (30) days you have not added sufficient funds to cover your negative Actual Balance, your Account will remain open to receive credits and deposits, which will automatically be applied to your negative Actual Balance before they are available to you; however, you will not be able to conduct any transactions using your Account, including any Card transactions, until your Account has a positive Actual Balance (i.e., sufficient funds to cover the negative balance).

Further, we have the right to pursue collection, including the right to collect funds, equal to or less than the negative Actual balance, from any other Account(s) you may have with us. In all instances described above, deposits to your Account may be made via Direct Deposit or any of the other deposit methods described in this Agreement.

In the event your Account is closed, or you voluntarily discontinue use of your Account, you will remain responsible for the negative Actual Balance in your Account and agree that any credits or deposits to your Account will be applied to offset any negative balance.

You acknowledge that a negative Actual or Available Balance in your Account does not constitute a contractual open end line of credit. If we permit a negative Actual or Available Balance on one or more occasions, we do not thereby obligate ourselves to permit a negative Actual or Available balance on any future occasion, and we may refuse to permit a negative Actual or Available Balance for you at any time, even though we may have previously permitted negative Actual or Available Balances up to the ten dollar (\$10.00) limit for you. We have no obligation to notify you before we authorize or decline a transaction that would result in a negative Actual or Available Balance in your Account. Items will generally be processed in the manner described in the section above titled "Funds Availability."

16. THE OAC AND MOBILE APP

Your use of and access to the OAC and Mobile App is governed by this Agreement and any terms and conditions applicable to the OAC or Mobile App. You may use the OAC and Mobile App to obtain Financial Services through your personal computer or mobile device (e.g., tablet or smartphone) on your linked Account. You must have a mobile device capable of downloading Java applications and making data connections to the internet. You must be authorized to use and incur charges on your mobile device cellular account in relation to obtain Financial Services through the Mobile App or through a mobile-optimized version of the OAC.

a. Description of Services:

You may use the OAC and Mobile App to obtain Financial Services and access information on your Account, including:

- i) Direct funds transfers from your linked Account on either a one-time or recurring basis;
- ii) View Actual or Available Balance information for your Account and any linked Savings Account;
- iii) Review available transactions on your Account;
- iv) Perform self-service Account maintenance such as requesting copies of monthly statements, changing address and phone, and changing your User Name and Password; and
- v) Send and receive secure online mail messages regarding your Account.

Some of the above features and functionality may not be available on the Mobile App, the OAC, or through the mobile-optimized version of the OAC. Some of the above services may not be available for certain Accounts. We may offer additional mobile services and features in the future. Any such added mobile services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new mobile service or feature is added and/or at the time of enrollment for the feature or service if applicable.

If at any time your Account access is limited, blocked, or inactive, you may lose access to certain services, features, and functionality accessible through the Mobile App, OAC, or both.

We do not charge a fee for your access to, or use of, the OAC or Mobile App. However, please see the Schedule of Account Fees and Terms for any fees that may apply to your Account for transactions that you conduct, or services that you request or use, through the OAC or Mobile App. Also, you are responsible for web access and/or data or text message charges that may be billed by your mobile carrier. Check with your mobile carrier for details on specific fees and charges that may be applicable.

a. Other Terms and Conditions

- i) Internet Access. You certify that you have access to the internet and a current email address. You have sole responsibility for providing us with a correct and operational email address. We will not be liable for any undelivered email communications or any costs you incur for maintaining internet access and an email account. You must promptly notify us of any change in your email address.
- ii) Illegal, Fraudulent or Improper Activity. You will not use the OAC, Mobile App, or any Financial Service for any illegal, fraudulent or improper activity. If we suspect that you may be engaging in or have engaged in fraudulent, illegal or improper activity, including a violation of any terms and conditions relating to the OAC, Mobile App, or any Financial Service, your access to the OAC, Mobile App, or any Financial Services may be suspended or terminated. You understand that access to and transactions in your Account may be suspended or terminated if an Access Device has been reported lost or stolen or when we reasonably believe that there is unusual activity on any of your Accounts. You agree to cooperate fully with us to investigate any suspected illegal, fraudulent or improper activity.
- iii) Login and Device Protection. You will not disclose your login credentials (User Name or Password) to any person. You understand and agree that we may rely on the use of your login credentials to access your Account through the OAC and Mobile App and are therefore authorized to act upon instructions and information received from any person that enters your login credentials.

If you forget your login credentials (User Name or Password), become locked out and we reset your Password, or your Password expires, you will be required to re-establish your login credentials to regain access to the OAC and Mobile App.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the OAC and Mobile App. You agree not to leave your computer or mobile device unattended while logged in. Log off immediately at the completion of each access by you, and secure access to your computer or mobile device, lock your mobile device, and take other steps necessary to stop unauthorized use of your Account, the OAC, and the Mobile App.

Although considerable effort is expended to make the OAC, Mobile App and our other operational and communications channels consistently available, we do not warrant these channels to be available and error free at all times. You agree that we will not be responsible for any interruptions in service due to maintenance of, changes to, or failure of the OAC, Mobile App or other communications channel. We may terminate your participation in the OAC, Mobile App or both for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

17. LIMITATION OF LIABILITY

WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; ANY CLAIMS, LOSSES, OR DAMAGES RESULTING FROM YOUR FAILURE TO COMPLY WITH THIS AGREEMENT; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL BE EFFECTIVE EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW.

18. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THESE TERMS, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OUR SERVICES OR ANY FINANCIAL SERVICE OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING,

WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. DISPUTE RESOLUTION

a. a. Governing Law

This Agreement is governed by the laws of the Commonwealth of Kentucky, except to the extent governed by federal law.

b. Limitation on Time to Bring Action

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your Account, any other Financial Service or any of our services, must be commenced no later than one (1) year after the day the cause of action accrues.

c. Waiver of Jury Trial

Unless prohibited by applicable law, you waive your right to have a jury trial to resolve any dispute you may have against us or a related third party.

d. Class Action Waiver

Unless prohibited by applicable law, you waive your right to ask a court or an arbitrator to allow you to pursue any claims on a class action basis or brought in a purported representative capacity on behalf of the general public, other Accountholders or other persons similarly situated. Furthermore, claims brought by you against us or by us against you may not be joined or consolidated with claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. For purposes of this Class Action Waiver the terms "we" and "us" shall for all purposes mean Republic Bank & Trust Company, its wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors, and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Accounts (including, but not limited to merchants who accept the Card or Virtual Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you.

e. Resolution of Disputes by Arbitration

- i) Purpose: This Section 19(e) arbitration provision entitled "Resolution of Disputes by Arbitration (the "Arbitration Provision") sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court. Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute, or controversy between you and us arising from or relating to the Account or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability, or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute, or controversy that arises from or relates to (i) your Account; (ii) the amount of available funds in your Account; (iii) advertisements, promotions, or oral or written statements related to your Account, or goods or services purchased with your Card or Virtual Card; (iv) the benefits and services related to your Account; and (v) your enrollment for any Card or Virtual Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the small claims court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean Republic Bank & Trust Company, its wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors, and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Accounts (including, but not limited to merchants who accept the Card or Virtual Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean Accountholders as well as all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all Secondary Cardholders.

- ii) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures ("Code") of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitration administrator. For a copy of the procedures, to file a Claim, or for other information about

these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; or (ii) AAA at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043; website at www.adr.org.

- iii) **Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.**
- iv) Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Accountholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.
- v) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative, and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative, and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative, and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to the mailing address we have in our records and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.
- vi) Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.
- vii) Continuation: This Arbitration Provision shall survive termination of your Account as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity except as follows:
- A) The parties to this Arbitration Provision acknowledge that Section 19(c)(v) entitled "Restrictions on Arbitration" is material and essential to the arbitration of any disputes between the parties and is non-severable from this Section 19(c) entitled "Resolution of Disputes by Arbitration". If the Restrictions on Arbitration section is limited, voided,

or found unenforceable, then the parties' Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Restrictions on Arbitration. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

- B) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in this Section 19(e) prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

20. GENERAL TERMS

- a. **Conflicting Demands/Disputes.** If there is any uncertainty or conflicting demand regarding the ownership of an Account or its funds; or we are unable to determine any person's authority to give us instructions; or we are requested by law enforcement or a state or local agency to freeze the Account or reject a transaction due to the suspected financial abuse of an elder or dependent adult; or we believe a transaction may be fraudulent or may violate any law, we may, in our sole discretion: (i) freeze the Account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the Account and its funds; (ii) refuse transactions; (iii) require the signatures of all authorized signers for the withdrawal of funds, the closing of an Account, or any change in the Account regardless of the number of authorized signers on the Account; (iv) request instructions from a court of competent jurisdiction at your expense regarding the Account or transaction; and/or (v) continue to honor instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.
- b. **Death or Incompetence.** We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the Account. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the deceased) if an Accountholder dies or is adjudicated incompetent. If we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death of an Accountholder, we may freeze all or part of the Account, pending receipt of proof (satisfactory to us) of each person's right to the funds.
- c. **Fax Instructions/Voicemail/Email.** We may, but are not required to, act upon instructions received by fax transmission, voice mail or email. We may not review your message until the Business Day after its receipt. Accordingly, it may not be appropriate to use these methods of communication if you need to reach us with time-sensitive information. For security reasons, you should not send us emails with your personal or Account information.
- d. **Forfeited Accounts.** If your Account is seized by or forfeited to the United States government or a state government, you no longer have title to the Account, and the funds in the seized or forfeited Account will no longer earn interest during such period of seizure or forfeiture, even if the funds are eventually returned to you.
- e. **Freezing Your Account.** If we decide to close your Account, we may freeze it. If we do this, we may, in our discretion, either accept or return deposits and other Items that we may receive after we freeze your Account without being liable to you. If at any time we believe that your Account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our discretion, freeze the funds in the Account and in other accounts you maintain with us, without liability to you, until such time we can complete our investigation of the Account and transactions. If we do freeze the funds in your Account, we will provide you with a notice. We may not provide this notice to you prior to freezing the Account if we believe that such notice could result in a security risk to us or the owner of the funds in the Account, or to comply with applicable law.
- f. **Indemnification.** **EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM ALL CLAIMS, ACTIONS, PROCEEDINGS, FINES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES) RELATED TO OR ARISING OUT OF: (I) YOUR ACTIONS AND OMISSIONS IN CONNECTION WITH OUR SERVICES OR ANY FINANCIAL SERVICE, AND (II) OUR ACTIONS AND OMISSIONS, PROVIDED THAT THEY ARE TAKEN/OMITTED IN ACCORDANCE WITH THIS AGREEMENT OR YOUR INSTRUCTIONS. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
- g. **Legal Process.** Regardless of where or how we are served, we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your Account which we believe to be valid. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Account or records are maintained. You agree that we will

have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will also have and may enforce a right of setoff and security interest against any of your Accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your Account until such legal process is satisfied or dismissed even if such action results in insufficient funds to satisfy an obligation you may have incurred. Upon receipt of any legal process, you will be liable to us for our processing fee, and reimbursement for our record research, reproduction and handling costs. We may deduct such fee, as well as any expenses, including, without limitation, attorneys' fees in connection with any such document or legal process, from your Account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid. When we receive an order instructing us to restrict access to funds in an Account, we may remove the funds from the Account and maintain them separately. Unless required by applicable law, these funds will not earn interest and will not be considered as part of your combined balances when we determine Account fees and rates.

- h. **Limit on Number of Accounts.** We reserve the right to limit the number of Accounts per Accountholder or per household. The term "household" refers to all persons occupying an individual housing unit, whether a single person or two or more unrelated persons.
- i. **Powers of Attorney.** An Account owner granting a power of attorney over an Account is called the "Principal," and the person acting for the Principal is called the attorney-in-fact, or "Agent." We may refuse to accept a power of attorney for any reason, and we will require verification through direct contact with the Principal and the Principal's legal counsel. We may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Agent is responsible to us if any information in an affidavit furnished to us is untrue or materially misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal or any other Account owner dies or is declared incompetent. Upon death or declared incompetence of the Principal, the Agent's power of attorney ceases.
- j. **Right of Setoff.** Subject to applicable law, we may exercise our right of setoff against any or all of your Accounts without notice, for any liability or debt of any of you, whether joint or individual, direct or contingent, now or hereafter existing, and whether arising from our fees or charges, overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. You expressly agree that our right of setoff extends to, and may be directed towards, any federal or state benefit payments (including Social Security benefits) directly deposited into your Account. You also agree to allow us to apply any subsequently credited deposit made to your Account against any overdrafts and against any fees and charges or other obligations owed us in whichever order we determine and that we may use any federal or state benefits payment that is deposited into the Account (including Direct Deposit of Social Security benefits) for this purpose. You acknowledge and agree that if you do not want your electronically deposited benefits applied in this way, you have the option of changing your Direct Deposit instructions by providing notice to the benefits payor at any time.
- k. **Security Interest. YOU GRANT US A SECURITY INTEREST IN YOUR ACCOUNT, INCLUDING ALL CURRENT AND FUTURE DEPOSITS, FOR AMOUNTS OWING TO US NOW AND/OR IN THE FUTURE UNDER THIS AGREEMENT. THIS PROVISION DOES NOT APPLY WHERE OTHERWISE PROHIBITED BY LAW.**
- l. **Telephone Calls – Monitoring and Recording.** We may monitor or record your conversations with us or with an agent or representative acting on our behalf. We do this from time to time to monitor the quality of service and accuracy of information given to you and to ensure that your instructions are followed.
- m. **Your Consent for Us to Call You.** You understand and agree that we or our representatives may contact you at any telephone number you provide to us, including your cell phone number. You agree to receive these calls and messages, such as text messages via an automated system, prerecorded or artificial voice messages, or autodialed calls. You understand your service provider may charge you for these calls/messages.
- n. **Unclaimed Property – Accounts Presumed Inactive or Abandoned.** For security reasons, we may refuse a withdrawal or transfer from Accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. Your Account is dormant if your Account has not had any activity, that is, no purchases; no cash withdrawals; no deposits; or no balance inquiry fees, for three hundred sixty-five (365) consecutive days. We may transfer (escheat) your property to the appropriate state if no activity occurs in the Account or you fail to communicate with us regarding your Account within the time period specified by state law. We may consider an Account inactive even if you maintain another active account with us. We may impose a fee for sending a dormant Account notice to you prior to transferring the funds to the state. If funds are transferred to the state, you may file a claim with the state to recover the funds. We will have no further liability to you for such funds. When the funds in your Account are delivered to the state, your Account is closed and no interest accrues. We encourage you to make sure your Account remains active, so you have full use of your Account, and avoid the potential of having your Account funds transferred to the state as "abandoned or unclaimed property."
- o. **Assignment.** Your Account and your obligations arising under this Agreement may not be

assigned unless we agree in writing. We may transfer our rights under this Agreement. We do not waive any of our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agent, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.

- p. **Severability.** Unless otherwise stated, if any of the provisions of this Agreement are determined to be void or invalid, the remainder of the Agreement shall remain in full force and effect.
- q. **Waiver.** We may delay in enforcing any of our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of any other right or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this Agreement.
- r. **Section Headings.** Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement.
- s. **English Language Controls.** Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.
- t. **Entire Understanding.** This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter addressed herein, and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter.

21. CUSTOMER SERVICE

For customer service or additional information regarding your Account, please contact us at:

By Telephone	877-849-3240	Live Agent Hours: Monday-Friday, 8 a.m. to 10 p.m. CT; Saturday-Sunday 8 a.m. to 8 p.m. CT
		The Telephone Automated Service is available twenty-four (24) hours a day.
By Mail	Netspend P.O. Box 2136 Austin, Texas 78768-2136	
By Website	www.brinksmoneyallaccess.com	Visit the OAC for more information about your Account and the services available to you.

The Account is established by Republic Bank & Trust Company, Member FDIC. Certain products and services may be licensed under U.S. Patent Nos. 6,000,608 and 6,189,787.

This Deposit Account Agreement is effective January 1, 2020.

Document ID: 750334419

Account Opening and Usage	Minimum deposit needed to open Account	\$0.00
	Monthly Fee	\$5.00 Standard monthly service fee.
ATM Fees <i>(When you use an out-of-network ATM, you may be charged surcharge fees and you may be charged a Balance Inquiry Fee even if you do not complete a funds transfer.)</i>	ATM Cash Withdrawal Fee – Domestic	\$2.50 For each withdrawal conducted at an ATM in the U.S.; however, this fee is waived for the first withdrawal conducted at a MoneyPass® Network ATM each calendar month.
	ATM Cash Withdrawal Fee – International	\$4.95 For each withdrawal conducted at an ATM outside the U.S.
	Balance Inquiry Fee – ATM Domestic	\$1.00 For each balance inquiry conducted at an ATM in the U.S.
	Balance Inquiry Fee – ATM International	\$1.00 For each balance inquiry conducted at an ATM outside the U.S.
	Tips to avoid ATM Fees: 1. Visit any MoneyPass Network ATM in the U.S. (“in-network ATM”) to avoid paying a fee assessed by the ATM owner (“surcharge fees”). ATM Cash Withdrawal Fee and Balance Inquiry Fee may apply. Visit your OAC for a list of in-network ATMs. 2. Select “DEBIT” and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores.	
Optional Debit Card Overdraft Service <i>(This optional service has Accountholder activation and eligibility requirements. See the Deposit Account Agreement for information.)</i>	Overdraft Fee	\$20.00 Per transaction.
	Maximum Number of Overdraft Fees per Calendar Month	5
	Overdraft Fee Threshold	\$10.00 Once an Overdraft transaction is settled, and creates a negative Actual Balance greater than ten dollars (\$10.00), you will have twenty-four (24) hours to add sufficient funds to your Account to bring your Account back to a zero or positive Actual Balance to avoid incurring any Overdraft Fee(s) (“Grace Period”). <i>Please see your Deposit Account Agreement for additional information on avoiding Overdraft Fee(s).</i>

Processing Policies	<p>Funds Availability Policy (When funds deposited to your Account are available and the order in which withdrawals and deposits are processed.)</p>	<p>Transactions are generally processed as follows:</p> <ul style="list-style-type: none"> • Direct Deposits and any other ACH credits are available at the time we receive and process the applicable ACH file or at the time we receive pending deposits that are immediately available for your use. • ACH debits are deducted from your Account in the order of lowest to highest dollar amount if multiple ACH debits are present in a single ACH file that we process or if multiple ACH debits are received with an effective date in the future. • Debit transactions received during the day are debited as they occur if there is a sufficient Available Balance in your Account to pay them. • Accrued interest is paid the day after the end of the quarter. • Fees for services we provide that have not already been debited from your Account are deducted from your Available and Actual Balance. • Generally, funds that we receive from you through eligible third-party service providers will be available to you within one (1) hour from the time we receive them from the third-party service provider. <p>Other Types of Deposits. Timing will be disclosed at the time other deposit options are offered to you.</p> <p>This represents our general policy. For specific details, please see the “Funds Availability” section in the Deposit Account Agreement.</p>
	Business Day	Any day of the week that is not a Saturday, Sunday or federal holiday. Non-Business Days are considered part of the following Business Day.

Additional Account support	Direct Deposit Fee		\$0.00
	Balance Inquiry Fee – OAC, Mobile App, Email or Text Message		\$0.00 <i>Standard text message or data rates may apply.</i>
	Balance Inquiry Fee – Telephone Automated Service		\$0.00
	Balance Inquiry Fee – Telephone Customer Service Agent		\$0.00 Per inquiry conducted through a Customer Service Agent.
	Over-the-Counter Cash Withdrawal Fee at a financial institution		\$0.00 Per withdrawal, plus the Foreign Transaction Fee (if any), at a bank location. A fee may also be assessed by a financial institution that is not a member financial institution (e.g., Visa or Mastercard).
	Over-the-Counter Cash Withdrawal Fee at a Netspend Network location		Fees are determined and assessed by third parties and not the Bank. Fees, limits, and service availability vary by location. Visit your OAC for details.
	Additional Statement Mailing Fee		\$5.95 Per statement requested. \$0.00 To view or print your statement on the OAC.
	Replacement Card Fee		\$3.95 Per replacement requested for lost, stolen, or damaged Cards.
	Additional Card Fee		\$3.95 Per additional Card requested.
	Custom Card Fee		\$4.95 Per custom Card requested.
	Card Delivery Fee	7-10 Business Days	\$0.00
		3 Business Days	\$20.00
		1-2 Business Days	\$25.00
	Account Closure Fee		\$15.00 Per check requested to return funds at Account closure.
	Decline Fee – ACH Debit or Preauthorized Payment Transactions		\$0.00 Per declined ACH debit or preauthorized payment transaction.
	Stop Payment Fee – ACH Debit or Preauthorized Payment Transactions		\$1.00 Per stop payment requested.
	Foreign Transaction Fee		3.0% Fee assessed on all purchase transactions and cash withdrawals conducted outside of the U.S.; and is based on U.S. dollar amount of the transaction. For cash withdrawal transactions, the surcharge is in addition to the International ATM Cash Withdrawal Fee.
Funds transfer	Account-to-Account Transfer Fee – Online		\$0.00 Per transfer conducted through the OAC.
	Account-to-Account Transfer Fee – Customer Service Agent		\$4.95 Per transfer conducted through a Customer Service Agent.

Dispute resolution	If you have questions or would like additional information Please visit the OAC or call us at 877-849-3240. We will be happy to assist you. In addition, the Deposit Account Agreement governs the terms and conditions of Account(s) with us. Please refer to the Agreement for complete Account details.	
Other Service Fees	Bill Payment Fee	Visit your OAC for a full range of bill payment options, including ACH Debit/Preauthorized Payment transactions. Depending on the bill payment service you select, a fee may be assessed to your Account and will be disclosed to you prior to use of the service. Certain fees are determined and assessed by third-party service providers.
	Funds Transfer Fee	Visit your OAC for a full range of transfer options between your Account and another account or third party. Depending on the transfer service you select, a fee may be assessed to your Account or to the transferor. The fee may be determined by a variety of factors set by the service provider, such as speed, amount, or destination. Some of the fees are assessed by third parties or the originating bank, and are not assessed by Bank.

Document ID: 750334419

Appendix A: PAYBACK POINTSSM

PROGRAM TERMS AND CONDITIONS

INTRODUCTION AND DEFINITIONS

By opening the Account, you are automatically enrolled in the Payback Points Program ("Program"), and you agree to these Terms and Conditions ("Terms") and any amendments or additions we may make to these Terms. These Terms supplement, and are hereby incorporated by reference, into the Agreement. Terms of the Agreement also apply to the Program, **INCLUDING THE PROVISION WHICH PROVIDES FOR BINDING ARBITRATION.** If there is a conflict between the Agreement and these Terms, these Terms will control with respect to the Program to the extent necessary to resolve the conflict.

Within these Terms, the following definitions apply:

- **"Rewards"** means the offers for which points can be redeemed through the Program.
- **"Points Balance"** refers to the total of all points earned that are available for redemption.

Unless otherwise specified above, capitalized phrases used in these Terms have the same meaning as given in the Agreement.

The Program is available to Accountholders who have an Account in good standing (e.g., no Account blocks). Through the Program, you may earn points for completing certain Card transactions or activating Account features. Points may be redeemed for Rewards made available in the OAC.

We may add to or change these Terms at any time without prior notice. Among other things, we may change the Rewards available through the Program, the Points Balance required to receive Rewards, or the number of points you can earn for certain actions. We will notify you of changes to the Terms by posting updated Terms in the OAC, unless law requires advance notice of our action.

We reserve the right to cancel, modify, restrict, waive, temporarily suspend, add to, or terminate the Program or any aspects, rewards, or features of the Program, or these Terms at any time without prior notice, including, without limitation, the criteria for earning or redeeming points, the Points Balance necessary to redeem a particular Reward, or the particular Rewards that are offered through the Program, unless law requires advance notice of our action.

To see under what circumstances your participation in the Program may end involuntarily, see the section labeled *"Suspension or Termination of your Participation in the Program,"* below.

PROGRAM ACCESS

Information about the Program, and your participation in the Program, is available through the Online Account Center or Mobile App, or by calling customer service at the telephone number located on the back of your Card. For example, you may contact customer service to inquire about your current Points Balance; set alert preferences; details about the transactions and actions that will earn you Rewards; and your Rewards earning and redemption history.

EARNING POINTS

You earn one (1) point for each dollar and fractions of a point corresponding to any cents of the amount spent on eligible signature purchase transactions (excluding any applicable transaction fees) made using any Card connected to your Account. **EXAMPLE:** An eligible \$7.86 signature purchase transaction will earn 7.86 points. **To make a signature purchase transaction: during checkout, select "CREDIT" on the keypad.**

You can also earn points when you enroll in or use certain Account features. From time to time, we may offer additional opportunities for you to earn points. We will present all information about the number of points you can earn and any other applicable terms when we make the offer available. For a list of ways you may earn points, please see www.brinksmoneyallaccess.com/account/app.m#/points/how-to-earn-points.

EARNING RESTRICTIONS

You will not earn points for ATM cash withdrawals, PIN-based purchase transactions, funds transfers to or from your Account, deposits, advances, Account fees, interest payments, or fees assessed on your Account. **NO POINTS WILL BE AWARDED FOR TRANSACTIONS THAT RESULT IN A NEGATIVE BALANCE IN YOUR ACCOUNT.** If you perform a transaction that would otherwise earn points under the Program, you will not receive any points for that transaction if the transaction results in a negative balance in your Account. This restriction applies even

if you are eligible for or have enrolled in an optional service that may from time to time allow transactions to create a negative balance in your Account.

REDEEMING POINTS

Your Points Balance will be displayed in your OAC. **If you have multiple accounts with us, including consumer deposit accounts and prepaid card accounts, you may not combine points from multiple accounts to redeem a Reward.**

You may redeem earned points for Rewards through the OAC or within the Mobile App subject to certain limitations. You may only redeem whole points for Rewards (*i.e.*, activity totaling 853.26 points means you have a Points Balance of 853 points available to redeem). A complete list of available Rewards and the number of points that must be redeemed to receive each Reward can be viewed in the Account Center.

If you elect to redeem points for cash in the form of an electronic deposit to your Account, the deposited amount will post to your Account within 2-3 business days. For details and a complete list of available redemption opportunities, please see the Account Center. Unless otherwise modified in accordance with these Terms, one (1) point has a redemption value of \$0.001 (one tenth of one cent).

Additional offer-specific terms and conditions may be displayed at the time you redeem points through the Account Center. You will be able to decline these additional terms and conditions and cancel the redemption if you wish. When you confirm you wish to redeem points for a Reward, the applicable number of points will be subtracted from your Points Balance. **All redemption requests for Rewards are final once the points are subtracted.** Rewards, including sed portions of Rewards, cannot be converted back into points and will not be refunded or returned. Points have no value until redeemed and have no cash value.

SUSPENSION OR TERMINATION OF YOUR PARTICIPATION IN THE PROGRAM

We may suspend or terminate your access to and participation in the Program (which may cause the suspension or termination of your Account), such as your ability to redeem or earn points, for any reason in our sole discretion, including, but not limited to:

- If we suspect that your participation, point-earning activity, or redemption activity is fraudulent, deceptive, or abusive;
- If we suspect your Account has been compromised;
- If there has been no activity (*i.e.*, no purchases, no withdrawals, no deposits, and no Balance Inquiry Fee assessed) on your Account for more than twelve (12) months; or
- If you revoke your consent to receive Electronic Communications from us.

Points Forfeiture: You will immediately lose all earned points if:

- Your Account has been closed for any reason;
- There has been no activity in your Account for more than twelve (12) months;
- You revoke your consent to receive Electronic Communications from us; or
- We, in our sole discretion, terminated your participation in the Program after determining that you engaged in any fraudulent, deceptive, or abusive practices with respect to the Program or otherwise failed to comply with these Terms.

If points are forfeited for any reason, those points will not be reinstated to your Points Balance if you later re-enroll in the Program.

REWARDS RESPONSIBILITY

Any disputes concerning Rewards will not affect your obligations to us regarding your Account. We are not responsible for any disputes among you or any persons you authorize to use your Card relating to the Program. You are responsible for how points are used. Questions regarding the Program should be directed to customer service at the telephone number located on the back of your Card.

Warranties

The Program is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. In particular, we do not guarantee continuous, uninterrupted or secure access to any part of the Program, and operation of the Program may be interfered with by numerous factors outside the control of Netspend.

MISCELLANEOUS

Points are not your property and have no cash value. Points are not transferrable to another person, account, program, or by operation of law. You are responsible for any tax liability, including disclosure requirements, related to your participation in the Program and receipt of Rewards. Based on your activity in the Program, we may be required to send you a 1099-MISC form which you may need to file with the IRS. This is not tax advice. For tax advice, please consult your tax advisor. This Program is void where prohibited by federal, state, or local law.