CARDHOLDERS AGREEMENT

SECTION 11: IF YOU CHOOSE TO PARTICIPATE IN THE "SECURE ID" SERVICE,

You have the option of participating in the "Secure ID" Service. Additional terms and conditions, terms of service, and use fees for the "Secure ID" Service may be found on the "Secure ID" Service website, at NetSpend.com/secureid. If you choose to participate in the "Secure ID" Service, it may have a material impact on the fees that you will be charged for the balance of your Card Account. For more information, please see "Our Liability for Failure to Complete Transactions" on page 8.

6.4 Activation and Eligibility

To activate the Service on your Card Account you must take each of the following steps: (1) consent to the electronic transmission of your Card Account PIN, (2) provide a valid email address so that we can contact you if you overdraw your Card Account (see the section labeled "E-mail Notification of Negative Balance") and (c) the Service is activated or deactivated using the ACH method which result in the value of your Card Account exceeding $15,000.00. If we determine the ACH method is not available for you, you must provide sufficient funds to your Card Account to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called "split transactions." Split transactions are available only in instances where the purchase is greater than the value of your Card Account and when a split transaction is not a fraud, a prohibited transaction, or a transaction where there is no available funds.

Please refer to your Account Statement for more information about how to qualify for an upgrade to a NetSpend Premier Card Account, please see the section above labeled "Account Information."
Merchants

Your assigned Account Number and the Issuer's bank routing number can be used for arranging both direct deposits and recurring payments to merchants, internet service or other utility providers ("Customer Service." Should you choose to opt-out of the Service you remain responsible for any negative balance(s) in your Card Account ... to notify you before we approve or decline a transaction that would result in an Overdraft in your Card Account.

We reserve the right to block or cancel your Card Account or Virtual Account if, as a result of our policies and ... to you because of the unavailability of the funds that may be associated with your Card Account and/or Virtual Account.

PREAUTHORIZED DEBITS AND CREDITS

To stop a recurring payment to a Merchant you have preauthorized to debit your Card Account, you must first contact the Merchant to request a stop payment. If the recurring payments you make might vary in amount, the person you are going to pay will tell you the payment date and the amount of the payment ten (10) days before each payment is scheduled to take place. (i.e. 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 a single, repeatable or periodic payment.

If we do not properly complete a transaction to or from your Card Account on time or in the correct amount according to the instructions you have given us, you will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- for any error resulting from your failure to follow instructions for making your electronic transfer or for the failure of the recipient institution to carry out the transfer as requested.
- for any loss of funds due to your use of the merchant's stolen card.
- if the funds were not available or were not held in the United States and you knew or had reason to know you would not be able to pay the card charge in the United States.
- for any transactions not permitted by the terms of your Card Agreement or the rules of the Card Association ("Issuer").
- for any transaction you authorize, if you knew at the time of the authorization that the funds were not sufficient to cover the transaction.
- for any amount that the Issuer cannot charge back against your Card Account.
- for transactions or services you did not request.
- for any transaction made by you in a currency other than the currency in which your Card Account was issued.
- for any transaction made in foreign currency or in another currency that is not freely interchangeable with the currency in which your Card Account was issued.

If your Card Account is used without your permission, we will not be liable for losses you suffer if you report such unauthorized use to us within 60 days after learning of the unauthorized use. However, if we should have reason to believe that your Card Account has been lost or stolen, you must immediately notify us and request a stop on the use of your Card Number.

If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, or at a rate of exchange that is not a standard commercial rate of exchange, you agree to pay us the difference between the standard commercial rate of exchange and the rate offered by the Issuer.

If we agree to pay a claim and later determine that you are not entitled to the payment of the claim, we may deduct the amount paid from your Card Account or Virtual Account, and you agree to repay us the amount paid.

We reserve the right to block or cancel your Card Account or Virtual Account if, as a result of our policies and ... to you because of the unavailability of the funds that may be associated with your Card Account and/or Virtual Account.

Your Liability for Fraudulent or Criminal Activity

If we discover evidence that you have committed an electronic funds transfer fraud or engaged in criminal activity in connection with your Card Account, we reserve the right to block your Card Account or Virtual Account and require you to change your Card or PIN number. We will not provide a new Card if you fail to comply with our request. We will notify you of the results of our investigation and will explain any denial of service(s) to you.

If you believe your Card, Virtual Account or PIN has been lost or stolen, call 1-86-NETSPEND/1-866-387-7363. For information about the fee, see the section labeled "Fee Schedule.

Before you return your Card to us, remove your card number, expiration date, and PIN from it. When you give your Card to someone else, be sure to keep the card number, expiration date, and PIN confidential. If you use your Card for online transactions, the online merchant will automatically access your account information and will not be required to maintain your account number, expiration date, or PIN. To protect your account from unauthorized access, we recommend that you change your Card. Please note, however, that we will not be able to reissue your Card if the Card is lost, stolen, or damaged.

If you have questions about your Card Account, please contact us at 1-86-NETSPEND/1-866-387-7363. For questions about your Card Account, please contact us at 1-86-NETSPEND/1-866-387-7363. For information regarding your account...