

# NetSpend<sup>®</sup> Terms and Conditions



## CARDHOLDER AGREEMENT

### IMPORTANT – PLEASE READ CAREFULLY

#### Terms and Conditions/Definitions for the NetSpend Visa<sup>®</sup> Prepaid Card

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the NetSpend Visa Prepaid Card has been issued to you by The Bancorp Bank, Wilmington, Delaware (“The Bancorp Bank” or “Issuer”). The Issuer is an FDIC insured member institution. NetSpend Corporation (“NetSpend”) is an authorized Independent Sales Organization pursuant to an agreement with The Bancorp Bank. “Card” means the NetSpend Visa Prepaid Card issued to you by The Bancorp Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card Account” means the records we maintain to account for the value of claims associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

## **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open a Card Account, we will ask for your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents.

### **Activate Your Card**

You must activate your Card before it can be used. You may activate your Card by calling **1-855-967-2273**. You will need to provide personal information in order to verify your identity.

### **Personal Identification Number**

You will not receive a Personal Identification Number ("PIN") with your Card Account. However, you will receive a PIN once you have registered your Card with your personal information. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers." To register your Card, call **1-855-967-2273** or visit [www.netspend.com](http://www.netspend.com) and provide the following personal information: first and last name, physical residential address, date of birth, and Social Security number or government-issued identification number.

### **Authorized Card Users**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

### **Secondary Cardholder**

You may request an additional Card for another person. The maximum number of additional Cards permitted is two (2). You must notify us to revoke permission for any person you previously authorized to use the Card. If you notify us to revoke another person's use of the Card, we may revoke your Card and issue a new Card with a different number. You remain liable for any and all usage of any additional Card you authorize.

## Your Representations and Warranties

By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

## Cash Access

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as permissible by a merchant, that bears the Visa®, Interlink®, Plus®, PULSE® or MoneyPass® Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions. The maximum cumulative amount that may be withdrawn from an ATM per day is \$940.00 during any 24-hour period. Any funds withdrawn from a POS device, through a Visa member bank branch or NetSpend Reload Network location (an **“Over the Counter Cash Withdrawal”**) will be subject to the maximum amount that can be spent on your Card per day in the section below labeled **“Using Your Card/Features.”** ATM withdrawals may also be subject to varying daily limits at the ATM owner’s discretion. A fee may be associated with the use of your Card to obtain cash. For information about the fee, see the section labeled *“Fee Schedule.”*

## Loading Your Card

You may add funds to your Card, called “value loading,” at any time after you successfully activate it. **IMPORTANT:** If you are filing a joint tax return and wish to have tax refund proceeds electronically loaded to your Card, the joint filer must be added as a secondary cardholder.

**Value Load Methods:** You may value load your Card via (a) in-store cash value load transactions conducted through any member of the NetSpend Reload Network (see below in this section for more information about the network); (b) by arranging to have all or a portion of your paycheck, government benefits payment, tax refund, or other electronic funds transfer direct deposited to your Card Account. In order to receive direct deposit value loads you must provide each of your payment providers with the Issuer’s routing information and your assigned account number; and (c) by arranging for the transfer of funds originating from: (i) a financial institution located in the United States; (ii) another cardholder; and/or (iii) another Card Account. Each of these value loading methods has a different maximum limit. See below for a description of those limits. There may be fees associated with these methods of value loading. For information about the fees, see the section labeled *“Fee Schedule.”*

**Value Load Dollar Limits:** The minimum amount of your initial value load is \$10.00 for all methods. We have established standard value load dollar limits: (a) the standard maximum cumulative amount of in-store cash value loads is currently \$2,500.00 over any 24-hour period; (b) the standard maximum amount for a direct deposit is \$15,000.00, and (ii) a tax refund ACH Deposit is \$15,000.00.

Any value loads you attempt to make that exceed the standard limits are subject to review and may be declined. When we calculate maximum values we may take into consideration all similar transactions made with any other Card Account(s) you may have with us or with NetSpend, whether you are a primary cardholder or a secondary cardholder.

You will have access to your funds no later than thirty (30) minutes from the time we receive the funds. Personal checks, cashiers checks, and money orders sent to the Issuer are not an acceptable form of loading. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

A NetSpend Reload Network Location Finder service is available by visiting [www.loadnetspend.com](http://www.loadnetspend.com); by enrolling in and using our Anytime Alerts™ short message service (*typically referred to as an "SMS" message*); or by calling **1-855-967-2273**. The minimum and maximum dollar value of any value loads made through the NetSpend Reload Network will be subject to the terms established by the individual reload location.

### **Preauthorized Debits**

Your assigned Account Number and the Issuer's bank routing number can be used for recurring payments to merchants, Internet service or other utility providers. You may also arrange for recurring payments to merchants using your Card Number or the bill pay services made available through our third party service providers.

### **Right to Stop Payment and Procedure for Doing So:**

To stop a recurring payment to a merchant you have preauthorized to debit your Card Account, you must first contact the merchant to request the recurring payment be cancelled. If you have arranged for recurring payments to a merchant using the bill pay services available through our third party service providers, 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 Card Account is unable or unwilling to stop your payment, you can call us at **1-855-967-2273** or write 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 a single, *i.e.*, 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. For information about the fee, see the section labeled “*Fee Schedule.*”

#### **Notice of Varying Amounts:**

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. *(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 for Failure to Stop Payment of Preauthorized Transfer:**

If you order us to stop a preauthorized payment 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.

#### **Using Your Card/Features**

**Limits affecting the use of your Card:** No individual purchase or over-the-counter withdrawal transaction made with your Card may exceed \$5,000.00. The standard maximum amount that can be spent each day with your Card is \$15,000.00. We may determine any maximum values by aggregating the activity and value of all Card Accounts you may have with us or with NetSpend, whether you are a primary cardholder or a secondary cardholder.

You may use your Card to purchase or lease goods or services everywhere Visa debit cards, Interlink cards, or PULSE cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. 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 on the Card 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.

**If you use your Card at an automated fuel dispenser (“pay at the pump”), the purchase may be preauthorized for a transaction amount of up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, 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 plus up to 20% or 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. Generally, it may take up to seven (7) days for a hold to be removed. However, if the merchant does not send us the final payment amount, the preauthorized amount on hold may remain in place for up to thirty (30) days. During a hold period, you will not have access to the preauthorized amount.**

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. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction.

Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

You do not have the right to stop payment on any purchase or payment transaction (other than preauthorized debit transactions described above) originated by use of your Card.

### **Non-Visa Debit Transactions**

New procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as a PULSE transaction.

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 paragraph labeled "Your Liability for Unauthorized 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, swipe 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.

## Returns and Refunds

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 Card for such refunds and agree to the refund policy of that merchant. The Issuer and NetSpend are not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

## Card Replacement

If you need to replace your Card for any reason, please contact us at **1-855-967-2273** to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, copies of accepted identification, etc. There may be a fee for replacing your Card. See the section labeled "*Fee Schedule*" for details.

## Transactions Made In Foreign Currencies And/ Or With Merchants Located In Foreign Countries

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa, into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 3.5% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside of the 50 United States and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

## Receipts

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

**Card Account Balance/Periodic Statements** You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Card Account by calling **1-855-967-2273**. This information, along with a sixty (60) day history of Card Account transactions, is also available online at [www.netspend.com](http://www.netspend.com). You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling **1-855-967-2273** or by writing to us at NetSpend, P.O. Box 2136, Austin, TX 78768-2136.

## Fee Schedule

All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. If your Card Account balance is less than the fee amount being assessed, the full amount of the fee will be deducted from the next value load that is equal to or exceeds the fee amount to the fee amount.

Card Order/Enrollment Fee:	No fee
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<b>Purchase Fees:</b>	
Program Plan Fee	No monthly fee
Signature Purchase Transaction Fee*	Included in Plan
PIN Purchase Transaction Fee	Included in Plan
*During checkout, select "CREDIT" on the keypad to make a Signature Purchase, or select "DEBIT" and enter your PIN to make a PIN Purchase	

<b>Withdraw Cash (see tip to avoid ATM fees, below):</b>	
Over the Counter (OTC) Cash Withdrawal Fee at a Visa Member Bank	No Cost. (If applicable, there may be a Foreign Currency Conversion Fee. A fee may also be assessed by the financial institution and may vary from location to location)
Cash Withdrawal Fee at a NetSpend Reload Network Location	Fee will vary. Fee amount is determined and assessed by the location operator only and is not assessed by us. Service not available at all reload locations.

Domestic ATM Cash Withdrawal Fee	No cost per withdrawal made at any MoneyPass ATM. \$2.50 per withdrawal made at any other ATM, plus ATM owner surcharge fee, if any.
International ATM Cash Withdrawal Fee	\$4.95 per withdrawal, plus ATM owner surcharge fee, if any, and Foreign Currency Conversion Fee.
ATM Transaction Decline Fee	\$1.00 each

**Tip to avoid ATM fees:** Select “DEBIT” and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores.

<b>Add Money To Your Account:</b>	
Direct Deposit	No fee
Add Cash or Checks at a NetSpend Reload Network Location	Reload fee will vary. Fee amount is determined and assessed by the location operator only and is not assessed by us.
Bank Transfer Fee	Visit your online Account Center to learn how to transfer funds to your Card from another bank account using a bank debit card or account number. Fees are determined and may be assessed to the transferor’s bank account by the service provider or originating bank and are not assessed by us.

<b>Manage Your Account:</b>	
Online Account Center	No fee
Mobile Phone Anytime Alerts™	No fee; standard text message rates from your carrier may apply.
Telephone Access Customer Service	No fee
Balance Inquiry Fee	<ul style="list-style-type: none"> <li>–No fee online</li> <li>–No fee via e-mail or Anytime Alerts text message; standard text message rates from your carrier may apply.</li> <li>–No fee via toll-free number automated service</li> <li>–\$0.50 each via toll-free number, live Customer Service agent</li> <li>–\$0.50 each via ATM</li> </ul>
Foreign Currency Conversion Fee	3.5% of the U.S. Dollar amount of the purchase or cash withdrawal transaction
Check Fee	No fee
Statement Mailing Fee	No fee
Secondary Card Fee	\$5.95 each additional card.
Lost, Stolen or Damaged Card Replacement Fee	\$9.95 each. Fee is waived for the first replacement card per calendar year.
Account Maintenance Fee (also referred to as the Account Inactivity Fee)	\$5.95 per month (fee applies if Card Account has not had any activity, that is, no purchases; no cash withdrawals; no load transactions; or no Balance Inquiry Fee for ninety (90) days.)

<b>Pay Bills:</b>	
Bill Payment Fee	In addition to the one or more no-cost bill payment methods made available through third-party service providers, you can see a full range of options and applicable fees in your online Account Center.
ACH Debit/Preauthorized Payment Transaction Decline Fee	\$1.00 for each such declined transaction.
Stop Payment Fee for Preauthorized Payments	\$10.00 each

If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a cash withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

### **Confidentiality**

We may disclose information to third parties about your Card or the transactions you make:

- 1) Where it is necessary for completing transactions;
- 2) In order to verify the existence and condition of your Card for a third party, such as merchant;
- 3) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- 4) If you consent by giving us your written permission;
- 5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- 6) Otherwise as necessary to fulfill our obligations under this Agreement.

### **Our Liability for Failure To Complete Transactions**

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

- 1) If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- 2) If a merchant refuses to accept your Card;
- 3) If an ATM where you are making a cash withdrawal does not have enough cash;

- 4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- 5) If access to your Card has been blocked after you reported your Card lost or stolen;
- 6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- 7) If we have reason to believe the requested transaction is unauthorized;
- 8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- 9) Any other exception stated in our Agreement with you.

### **Your Liability for Unauthorized Transfers**

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at **1-855-967-2273**. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you notify us within two (2) business days and you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to PIN transactions not processed by Visa or ATM cash withdrawals. If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card 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 and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled "Information About Your Right to Dispute Errors." If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to keep losses down.

### **Other Miscellaneous Terms**

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not

waive 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 agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

### **Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

### **Information About Your Right to Dispute Errors**

In case of errors or questions about your electronic transactions, call **1-855-967-2273** or write to Cardholder Services, NetSpend, P.O. Box 2136 Austin, Texas, 78768-2136 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at **1-855-967-2273** or writing us at NetSpend, P.O. Box 2136, Austin, TX 78768-2136. You will need to tell us:

- 1) Your name and Card Account number
- 2) Why you believe there is an error, and the dollar amount involved
- 3) Approximately when the error took place

If you provide this information 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money

during the time it takes to complete the investigation. If you do not have federal payments (for example, Social Security benefits, tax refunds or other government payments), deposited to your Card Account, we may not credit your Card. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, call us at **1-855-967-2273** or visit [www.netspend.com](http://www.netspend.com).

### **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.

### **Customer Service**

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

NetSpend

P.O. Box 2136

Austin, Texas 78768-2136

**1-855-967-2273**

Customer Service agents are available to answer your calls:

Monday through Friday, 8 a.m. to 10 p.m. CT;

Saturday and Sunday, 8 a.m. to 8 p.m. CT (holidays excluded).

### **Telephone Monitoring/Recording**

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

### **No Warranty Regarding Goods or Services as Applicable**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

## **Arbitration**

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of any additional cardholders designated by you; iv) your purchase of the Card; v) your usage of the Card; vi) the amount of available funds in the Card Accounts; vii) advertisements, promotions or oral or written statements related to the Cards, as well as goods or services purchased with the Card; viii) the benefits and services related to the Cards; or ix) transaction on the Card, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

**We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.**

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**

For a copy of the procedures, to file a Claim or for other information about the AAA, contact it as follows: AAA, at 335 Madison Avenue, New York, NY 10017 or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity; or iv) expiration of the Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. CALL US AT 1-855-967-2273 TO CANCEL YOUR REQUEST FOR THE CARD.**

This Cardholder Agreement is effective 01/2013.