

NetSpend® Terms and Conditions

CARDHOLDER AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY

1. Terms & Conditions for the NetSpend Prepaid Debit Card Program (the “Card Program”)

This document constitutes the agreement (“**Agreement**”) outlining the terms and conditions under which a NetSpend Prepaid Debit Card has been issued to you. By accepting and using a Card, you agree to be bound by the terms and conditions of this Agreement. The Card is a prepaid debit card. The Card allows you to access funds you place on the Card. The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have. The Card is not a credit card. You will not receive any interest on your funds on the Card. The Card will remain the property of MetaBank™ 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. Please read this Agreement carefully and keep it for future reference.

2. Definitions

In this Agreement, “Card” means a NetSpend Prepaid Debit Card issued to you by MetaBank. “You” and “your” means the person or persons who have received a Card and are authorized to use a Card as provided in this Agreement. “We,” “us,” and “our” mean MetaBank, and its successors, affiliates or assignees. When we use the term Card we may refer to either the NetSpend Prepaid Debit Card we first issue to you or, subsequent to your meeting the eligibility requirements, the Card referred to as the NetSpend Premier Prepaid Debit Card (the “**NetSpend Premier® Card**”), described below.

How to Qualify for the NetSpend Premier Card: To qualify for an upgrade to the NetSpend Premier Card, your NetSpend Prepaid Debit Card must receive a total of at least five hundred dollars (\$500) in Direct Deposit transactions within one calendar month. There is no additional cost associated with the card upgrade. NetSpend Premier Cardholders are eligible to receive card benefits and features which are not available to NetSpend Prepaid Debit Cardholders, e.g., the “\$10 Purchase Cushion” feature described below.

Authorized Users: You may request an additional Card for another person. You are wholly responsible for the use of each Card according to the terms of this Agreement. Each cardholder and visitor to the www.netspend.com site (the “**Site**”) agrees to these terms and conditions, as amended from time to time. If you do not agree to these terms and conditions, please do not use the Site or the Card. In order to become a cardholder, you must be an individual who can lawfully enter into and form contracts under applicable law.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW 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 an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. By participating in the Card program, you warrant factual representation of the required information, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), Social Security number, date of birth, and telephone number are accurate. If you falsify, misrepresent, or fail to provide requested information, we may cancel your Card. In addition, funds tied to potentially illicit or illegal activity may be subject to both internal and potentially Federal investigation, which may delay their immediate access.

Personal Identification Number (“PIN”): We may, at our option, give you a Personal Identification Number (“PIN”). If we give you a PIN, you may use your Card, (i) to obtain Cash from any Automated Teller Machine (“ATM”) or (ii) at any Point-of-Sale (“POS”) device which requires entry of a PIN that bears the brand mark of the Card Association, Visa/Plus® or PULSE®. All ATM transactions are treated as cash withdrawal transactions. You should not write or keep your PIN with your Card. If you believe 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.”

Loading Your Card: You may add funds to your Card, called “value loading,” at any time. (There is no limit on the number of times you may value load your Card.) However, the maximum value load you may place on your Card, when aggregated with any other Cards you have authorized, is restricted. You agree to present the Card and meet identification requirements to complete load transactions.

For NetSpend Premier Cardholders Only—

How the \$10 Purchase Cushion Works: As described in the “Using Your Card” section appearing below, you generally do not have the right to make transactions or incur fees in amounts exceeding the available balance of your Card. We reserve the right to deny any transaction if available funds on your Card are not sufficient to cover any transaction, fees, and other charges. Your Card is not a credit card and does not directly or indirectly access any credit feature or line of credit.

However, as a non-contractual courtesy, and in our sole discretion, we may approve transactions that you request from time to time that create up to a ten-dollar (\$10.00) negative balance on your Card (see the “Using Your Card” section below for more information about creating a negative balance). We refer to this feature as the “Purchase Cushion.” **You may receive only one (1) ten-dollar (\$10.00) negative balance allowance at a time.**

Negative balances are approved at our discretion on a per transaction basis. Once your eligibility for the NetSpend Premier Card is effective and you otherwise use your Card in full compliance with the terms of this Agreement, you will be eligible to incur a negative balance of up to \$10.00 on your Card without incurring any negative balance fees. A negative balance may result from signature- or PIN-based transactions and ATM withdrawals. When you pay a bill using your Card number, the transaction will be eligible for the \$10 Purchase Cushion. However, when you pay a bill using any other information about the Card, such as the Bank Routing and account numbers, those transactions will not be covered. It is important to keep track of the value on your Card because it will be your responsibility to determine if you have incurred a negative balance.

If you make a transaction that creates a negative balance on your Card, you agree that within thirty (30) days of its creation you will add sufficient funds to your Card to cover the negative balance so that your Card has a 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 balance, your Card will remain open to receive credits and loads, which will automatically be applied to your negative balance before they are available to you, and you will not be able to make any transactions using your Card until your Card has a positive balance, i.e., sufficient funds to cover the negative balance. If you have not reloaded your Card with sufficient funds to cover the negative balance within sixty (60) days, we will have the right to cancel your Card and pursue collection. In all instances described above, reloads to your Card may be made via Direct Deposit or use of any of the ordinary load methods.

Should you choose to discontinue your use of the Card, you will remain responsible for the negative balance on your Card and agree that any credits or loads made to your Card will be used to offset the value of the negative balance, if any.

You acknowledge that a negative balance on your Card does not constitute a contractual open end line of credit. If we permit a negative balance on one or more occasions, we do not thereby obligate ourselves to permit a negative balance on any future occasion, and we may refuse to pay a negative balance for you at any time, even though we may have previously paid negative balances up to the \$10 limit for you. We have no obligation to notify you before we approve or decline a transaction that would result in a negative balance on your Card. Items will be approved or declined in the order they are received at the data processor.

Using Your Card

You may use your Card to purchase or lease goods or services wherever the Card is honored as long as you do not exceed the value available on your Card unless we decide to approve such transaction up to an additional ten dollars (\$10.00), if you are a NetSpend Premier Cardholder (see “**How the \$10 Purchase Cushion Works**” above, for details). You are responsible for all transactions initiated by use of your Card. If you permit someone else to use your Card we will treat this as if you authorized such use and you will be responsible for any transactions made subject to such use. If you do not have enough value loaded on your Card you can instruct the merchant 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.” Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

If you use your Card number without presenting your Card (such as for a mail order or telephone 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 use your Card to access cash at an ATM. You may not use your Card for unlawful domestic and/or international online gambling or for any illegal transactions, including purchase of illegal goods or services.

You should keep track of the amount of value loaded on Cards issued to you. You may call us at the Customer Service number shown on your Card and listed below to obtain the current value on your Card. To reach us, call toll-free **1-86-NETSPEND** or **1-866-387-7363**, for the balance. Hours of operation are 8 a.m. to 10 p.m. CT, Monday through Friday, and 8 a.m. to 8 p.m. CT, Saturday and Sunday, excluding holidays. There may be a fee for this call. For details, see the Fees Related to the Service chart (the “**Fee Schedule**”) in this Agreement.

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction plus applicable fees. Unless we decide, in our sole discretion, to approve of a transaction due to your being a NetSpend Premier Cardholder, you are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card (creating a “**negative balance**”) you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges. You agree to pay us promptly for the negative balance and any applicable negative balance fees. We also reserve the right to cancel this Card should you create one or more negative balances with your Card.

You do not have the right to stop payment on any purchase transaction originated by use of your Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds. Please note that we have no control over when a merchant settles a previously authorized transaction. When you use your Card to make certain transactions such as renting a car, booking a hotel room, purchasing airline tickets, or for gas purchases made at the pump, a debit hold (a “**Hold**”) may be applied to your Card. A Hold may be initiated for a variety of reasons, including but not limited to, providing a security deposit, or ensuring your Card account has sufficient funds when the transaction is completed. Funds loaded to your Card account that are subject to a Hold will not be available to pay for other purchases or ATM withdrawals until the Hold is released. We have no control over when a merchant releases a Hold you previously

authorized. When a merchant requests a Hold to be released the funds will be available to you after we have had a reasonable opportunity to process the request. Holds for car rental agencies, hotels, and airlines can remain on your Card longer than three (3) business days. Holds initiated by a gas station may remain in place until the final transaction is presented to us, usually within three (3) business days.

3. 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. The amounts credited to your Card for refunds may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

4. Foreign Transactions

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 the Card Association into an amount in the currency of your Card. The Card Association will establish a currency conversion rate for this convenience using a rate selected by the Card Association from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate the Card Association itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by us.

5. Receipts

You should get a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipt to verify your transactions.

6. Periodic Statements

A continuously updated Card account statement, in electronic format, is available on the Site. The statement is available free of charge and regardless of whether or how often you use the Card. You may choose to have a paper statement mailed to you. However, there is a fee for this service. For details, see the Fee Schedule.

7. Fees and Charges

By enrolling in the Card program, you agree to pay any and all associated fees as outlined in the Fee Schedule. Please refer to the Fee Schedule and read it carefully. There is an account maintenance fee assessed monthly. For active accounts *i.e.*, any purchase; cash withdrawal; load transaction; or balance inquiry fee is assessed within 90 days, the account maintenance fee (described in the Fee Schedule) is waived.

8. 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 a merchant;
- (3) In order to comply with government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission, or;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

9. Our Liability for Failure to Complete Transactions

In no event will we be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. 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 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;
- (9) Any other exception stated in our Agreement with you.

10. Your Liability for Unauthorized Transactions

Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning toll-free at **1-86-NETSPEND** or **1-866-387-7363** is the best way of keeping your possible losses down. Liability for unauthorized use of Card(s): You agree to exercise reasonable control over your Personal Identification Number(s) ("PIN"(s)); User ID(s); and Password(s) (each referred to as a "Code"); Card(s), and any other item or instrument related to your Card account. You may be liable for unauthorized transactions on your Card account(s). You agree to notify us within two (2) business days upon learning of the loss, theft or possible unauthorized use of your Card account(s) or any Card(s) or Code(s) tied to your Card account(s) by calling **1-86-NETSPEND** or **1-866-387-7363**. To reduce your potential liability, you must call us within two (2) business days of learning of the loss, theft or unauthorized use your Card(s), Code(s), or Card account(s). If you tell us within two (2) business days of the loss or theft, you can lose no more than \$50 if someone used your Card, Code or Card account without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or Code

and we can prove we could have stopped someone from using your Card, Code or Card account without your permission if you had told us, you could lose as much as \$500. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card(s), Code(s) or Card account(s). You also agree to cooperate completely with us in attempts to recover funds from unauthorized users and to assist in their prosecution. We will require you to give written confirmation of an error within ten (10) business days of an oral notice. We will inform you that written confirmation is required and provide the address where confirmation must be sent at the time of your oral notification. We may issue replacement PINs, Cards or any other instrument, but only after you have provided such proof and security or indemnification as we may require. In addition, you acknowledge that we may have to deactivate your Card(s) and/or Card account(s) to prevent future losses. If you share your Card(s), PIN(s), or other Code(s) with other person(s), use of your Card account by that person(s) may be considered as authorized. If you authorize another person(s) to use the Card(s), you agree that you will be liable for all transactions arising from use of the Card(s) by such person(s).

11. Preauthorized Payments

You may authorize a merchant and/or biller to initiate withdrawals from your Card to make payments, subject to the applicable fees shown in the Fee Schedule. You may request a stop payment on any of these withdrawals by calling us at **1-86-NETSPEND** or **1-866-387-7363** or emailing us at customerservice@netspend.com, subject to the applicable fees shown in the Fee Schedule, and provided that we receive such request at least three (3) business days prior to the scheduled payment date. If you present a stop payment request at least three (3) business days prior to the scheduled payment date, you will not be liable for any losses or damages you incur as a result of our failure to prevent the payment in question. You must sign and return an ACH Stop Payment Form (which may be obtained from Customer Service) within fourteen (14) calendar days from the date you requested the stop payment or your request will expire and future ACH debits will continue to be made from your Card account.

12. Other 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 anytime. 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 laws of the State of South Dakota except to the extent governed by federal law.

13. Amendment and Cancellation

We may amend or change the terms 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 calling **1-86-NETSPEND** or **1-866-387-7363** or following the procedures set forth in the "Close Your Account" section found at the Site. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

14. Information About Your Right to Dispute Errors

In case of errors or questions about your Card transactions, call 1-866-387-7363 or write to: Netspend, Customer Service, PO Box 2136, Austin, TX 78768-2136

If you think your statement or receipt is wrong or if you need more information about a transaction listed on a statement or receipt contact Customer Service immediately. You must contact us no later than sixty (60) days after an electronic statement becomes available on which the problem or error appeared.

- (1) Provide your name and Card number (if any);
- (2) Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information;
- (3) Provide the dollar amount of the suspected error.

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 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, point-of-sale, 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.

15. Privacy and Data Protection

(i) Information We Collect ("Cardholder Information"):

- (a) Information about purchases made with the Card, such as date of purchase, amount and place of purchase
- (b) Information you provide to us when you apply for a Card, or for replacement Cards or when you

contact us with customer service issues, such as name, address, phone number.

(ii) Information Security: Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

(iii) Disclosure: We may use Cardholder Information to provide customer services, to process claims for lost or stolen Cards, to develop marketing programs, to help protect against fraud and to conduct research and analysis. In addition, it is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies that perform business operations or services, including marketing services, on our behalf. We may also provide certain Cardholder Information to others as permitted by law, such as government entities or other third parties in response to subpoenas.

16. 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.

17. No Warranty Regarding Goods and Services

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

18. Arbitration

(a) Purpose: This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

(b) 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 Card 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 Card, or the Cards of any Additional Cardholders designated by you; (ii) the amount of Available Funds on the Cards; (iii) advertisements, promotions or oral or written statements related to the Cards, goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; and (v) your enrollment for any 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 court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Bank, 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 Cards (including, but not limited to merchants who accept the 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 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 Additional Cardholders.

(c) 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 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 arbitrator 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 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

(d) 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.**

(e) 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 Cardholders 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.

(f) 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 your billing address 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.

(g) 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 applicable statutes of limitations 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 an 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.

(h) Continuation: This Arbitration Provision shall survive termination of your Card as well as voluntary payment of the 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 agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

Electronic Fund Transfer and Privacy Policy Disclosure Statements

The Electronic Fund Transfer Disclosure (which is part of your NetSpend Prepaid Debit Card Program terms and conditions) and Annual Privacy Policy Notices are available to you in hard copy or electronic format; however, you consent to electronic delivery of future disclosures. These subsequent disclosures will not be distributed in paper unless you contact us and request a paper version. Upon request, the disclosures will be provided to you in paper format if you send a written request to NetSpend Corporation, Attn: Customer Service, P.O. Box 2136, Austin, TX 78768-2136, or call us at **1-86-NETSPEND** or **1-866-387-7363**.

You may withdraw your consent to receive the disclosures electronically. In order to withdraw your consent, you must contact us in writing at NetSpend Corporation, Attn: Customer Service, P.O. Box 2136, Austin, TX 78768-2136, or call us at **1-86-NETSPEND** or **1-866-387-7363**.

Your consent applies to the Electronic Fund Transfer Disclosure and the Privacy Policy Disclosure. To ensure that we are able to provide you with notices and information from time to time, you must update us with any change in your e-mail address. To do so, please contact us in writing at NetSpend Corporation, Attn: Customer Service, P.O. Box 2136, Austin, TX 78768-2136, or call us at **1-86-NETSPEND** or **1-866-387-7363**. In order to receive the disclosures electronically the following minimum computer hardware and software requirements must be met: IBM compatible or Macintosh personal computer system with Internet connectivity; available hard disk drive space of at least 50 kb; a computer pointing device, such as a mouse; 128-bit SSL (Secure Socket Layer)-compatible browser, such as Internet Explorer 5.0, or higher; computer monitor capable of displaying Internet Web pages and graphics; graphical user interface operating system, such as Windows 2000 or later, or OS9.

By opening a Prepaid Debit Card Account with us, you certify that you agree to the Prepaid Debit Card Account terms and conditions, that you consent to receive disclosures electronically, that you have not withdrawn said consent and that you agree to the terms and conditions of the Cardholder Agreement.

Fees Related to the Service:

Refunds are at par. None of the fees shown are assessed by MetaBank or the Card Association. ATM withdrawals may be subject to varying daily limits at the ATM owner's discretion.

Three Simple Plans:	Pay-As-You-Go™ Plan	FeeAdvantage™ Plan	NetSpend Premier® Plan
Cost to open account	None	None	None
Monthly Fee	N/A	\$9.95	\$5.00
Signature Purchase Transaction Fee	\$1.00 each	Included in Plan	Included in Plan
PIN Purchase Transaction Fee	\$2.00 each	Included in Plan	Included in Plan
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.		
Stop Payment Fee for Preauthorized Payment	\$10.00 each		
Domestic ATM Cash Withdrawal	\$2.50 per withdrawal, plus ATM owner fees, if any		
International ATM Cash Withdrawal	\$4.95 per withdrawal, plus ATM owner fees, if any		
ATM Transaction Decline Fee	\$1.00 each		

Tip: To avoid the ATM fees, you can get cash back when making purchases using your PIN at many retailers, such as grocery stores.

Add Money To Your Account:	
Direct Deposit	Free
Add cash or checks at a NetSpend Reload Network location	Convenience fee determined by location
Instant Bank Transfer	\$3.95 per transfer of \$99.00 or less (deducted from the transferor's debit card account)
Bank Transfer	Free; transfer fees from the originating bank may apply
Account-to-Account Transfer -online -via text message -via toll-free number (Customer Service Agent)	-No fee -No fee; carrier message and data rates may apply -\$4.95 each

Manage Your Account:	
Online Account Center	Free
Mobile Phone Anytime Alerts™	Free; standard text message rates may apply
Balance Inquiry Fee -via toll-free number (automated service) -via toll-free number (Customer Service Agent) -at ATM -online -via Anytime Alerts	- No fee for NetSpend Premier® cardholders, \$0.50 per call for all other cardholders - \$0.50 per call for all cardholders - \$0.50 each for all cardholders - No fee for all cardholders - No fee for all cardholders; carrier message and data rates may apply.
Check or Additional Statement Mailing Fee	\$5.95 each
Additional Card Fee	\$9.95 each
Lost or Stolen Card Replacement Fee	\$9.95 each
Account Maintenance Fee	\$5.95 per month (fee applies if Card Account has had no activity, i.e., no purchases; no cash withdrawals; no load transactions; or no balance inquiry fee for 90 days).

NetSpend Prepaid Debit Card Program Privacy Policy

MetaBank and NetSpend Corporation, its Member Service Provider, recognize that the trust of our customers is one of our most important assets. As such, our primary goal is to deliver innovative payment products and world-class service while ensuring the integrity and sanctity of our customers' privacy. The following outlines some of the steps that we take on a daily basis to ensure that our customer's information is secure, private, and used only in a manner consistent with our customers' wishes.

We will safeguard, according to our strict standards of security and confidentiality, any and all information our customers share with us. We use advanced security techniques and processes designed to protect the integrity and privacy of our customers' information, particularly when this information is used by our employees and partners to provide customer service.

We collect nonpublic personal information about you from the following sources: (i) Information we receive from you on applications or other forms, (ii) Information about your transactions with us, or

others such as your account balance, transaction history, parties to transactions and card usage, and (iii) Information we received from third parties, including government agencies and consumer-reporting agencies, such as your tax identification number, creditworthiness, and credit history." We advise our customers about the general uses of the information we collect about them, and we will gladly and promptly provide additional explanation if our customers request it.

We may disclose aggregate information about our customers and former customers to third parties with whom we may have a joint marketing agreement, or those companies who perform marketing services on our behalf. This includes all information we may collect directly or indirectly from you.

We will permit only authorized employees, who are properly trained in the appropriate handling of sensitive customer information, to have access to that information, and only if required by their business responsibilities. Employees who violate our Privacy Policy are subject to our disciplinary process, up to and including termination.

We give our customers choices as to how their information is used, if at all. We provide our customers with the opportunity to remove their names used for mail, telephone or online marketing upon initial customer contact and subsequently on an annual basis. This opt-out choice includes products and services offered by NetSpend and our affiliate marketing partners, and customers may easily opt out by contacting us via U.S. mail or telephone.

Except as outlined above, we limit the release of customer information. In addition to providing our customers with the opportunity to opt out of marketing offers, we release information only with the customer's consent or request, or when we are required to do so by law or other regulatory authority. When a court order or subpoena requires us to release customer information, we notify the customer promptly in order to provide the customer with the opportunity to exercise their legal rights. The only exception to this policy is when we are prohibited from notifying the customer by law or due to a court order, or in cases in which fraud, money laundering and/or criminal or illegal activity is suspected.

We quickly respond to our customers' requests for explanation. In the event that we deny service or choose to end a customer's relationship, and to the extent permitted by applicable laws, we will provide a prompt and detailed explanation if requested.

We will notify our customers in the event that our privacy policy changes. If our privacy policy is modified, we will attempt to notify our customers of these changes via email, U.S. mail or via telephone. As customers do now, they will continue to have a choice as to whether or not they allow us to use their information in this different manner. In addition, if we make any material changes in our privacy practices that do not affect user information already stored in our database, we will post prominent notice at www.netspend.com notifying users of said change(s). In some cases where we post the notice we will also email users, who have opted to receive communications from us, notifying them of the changes in our privacy practices. We will post our annual privacy notice to the cardholder's account center on our website. When we post our annual privacy policy notice we will also email cardholders notifying them of the annual privacy policy notice. Should you wish, a paper annual privacy policy notice will be made available to you upon request.

Updating customer information. Should customers need to update any information they have previously supplied to us, they may contact Customer Service at **1-86-NETSPEND** or **1-866-387-7363** from 8 a.m. to 10 p.m. CT, Monday through Friday, and 8 a.m. to 8 p.m. CT, Saturday and Sunday, excluding holidays. Customers may also email us at customerservice@netspend.com.

If you wish to opt out of our and our partners' marketing offers, please contact us via U.S. mail at the following address:

NetSpend Prepaid Card Program
PO Box 2136
Austin, TX 78768-2136

Or you may call us at **1-86-NETSPEND** or **1-866-387-7363**

The information above applies to NetSpend Prepaid Debit Card Program customers, including those who transact primarily on the Internet. Please see www.netspend.com for privacy policy information pertaining to the usage of our site.