

SUBACCOUNT CARDHOLDER AGREEMENT

IMPORTANT- PLEASE READ CAREFULLY AND KEEP FOR FUTURE REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE CARD.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. SEE FEE SCHEDULE ON PAGE 5 FOR THE FEES ASSOCIATED WITH THE USE OF THIS SUBACCOUNT. THIS CARD MUST BE SUCCESSFULLY ACTIVATED AND REGISTERED IN ORDER TO BE USED. FOR DETAILS, SEE SECTION 4, "ACTIVATION/REGISTRATION."

FOR QUESTIONS OR ASSISTANCE, PLEASE CALL THE CUSTOMER SERVICE TELEPHONE NUMBER (1-877-973-1223) PRINTED ON THE BACK OF YOUR NETSPEND® SMALL BUSINESS VISA® PREPAID CARD.

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Terms and Conditions for the NetSpend Small Business Visa Prepaid Card Program (the “Program”).

1. INTRODUCTION

This document constitutes the agreement (“**Agreement**”) outlining the terms and conditions under which the NetSpend Small Business Visa Prepaid Card has been issued by MetaBank®. “**Card**” means the NetSpend Small Business Visa Prepaid Card issued to you by MetaBank on behalf of the Customer’s business to be used pursuant to instructions from the Master Cardholder or Authorized Representative. “**Card Number**” is the 16-digit number embossed on the Card. 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.

1.1 Definitions

1.1(a) Parties

- i. “**Customer**” means the United States-based business entity (such as, for example, a sole proprietorship, partnership, limited liability company or corporation) that is identified on the application for the NetSpend Small Business Visa Prepaid Card and is the owner of the Card Account, including the Master Account and all Subaccount(s) and all associated funds.
- ii. “**Master Cardholder**” means the individual who submits an initial request for the Card on behalf of the Customer and, is authorized to use the Card as provided for in this Agreement.
- iii. “**Authorized Representative**” refers to the person or persons designated by the Master Cardholder to have authority over the Master Account.
- iv. “**You**,” “**Your**,” and “**Subaccount Cardholder**” refer to the person who has received this Card at the request of the Master Cardholder or Authorized Representative for use as described in this Agreement.
- v. “**Issuer**,” “**Bank**,” “**we**,” “**us**,” and “**our**” mean MetaBank, Member FDIC, and our successors, affiliates, or assignees.

vi. **“NetSpend”** refers to NetSpend Corporation, the servicer for the NetSpend Small Business Visa Prepaid Card Program and its successors, affiliates, or assignees. Any request for a Card will be processed by NetSpend, acting on behalf of the Issuer, at its offices located in Austin, Texas. NetSpend is an Independent Sales Organization pursuant to an agreement with the Issuer.

1.1(b) Account Structure

i. **“Card Account”** means the records we maintain in connection with the Master Account or any Subaccount.

ii. **“Subaccount”** refers to the account available to a Subaccount Cardholder that is associated with the Master Account and contains funds and features that may be accessed through the use of the Card to the extent authorized by the Master Cardholder or Authorized Representative on behalf of the Customer’s business and in accordance with these terms.

iii. **“Account Number”** means the 14-digit number used to identify your Subaccount.

iv. **“Master Account”** refers to the master NetSpend Small Business Visa Prepaid Card account that is comprised of (1) any funds loaded to the Master Account, (2) the features and functionality made available by the Issuer in connection with the Master Account which may be subject to separate terms and conditions governing the feature or functionality, and (3) any virtual account(s) created to access the Master Account without needing to present the Card.

1.2 Standard Information and Representations

By activating the Card, or by retaining, using or authorizing the use of the Card or Subaccount, you represent and warrant to us that:

- (a) you are at least eighteen (18) years of age (or nineteen (19), if you reside in a jurisdiction where the age of majority is nineteen (19));
- (b) you are a United States citizen or legal alien residing in the United States, or the District of Columbia;
- (c) the personal information that you provide to us in connection with the Subaccount is true, correct, and complete in all respects;
- (d) you have received a copy of this Agreement and agree to be bound by and comply with its terms;
- (e) you accept the Card; and
- (f) any use of the Card or Subaccount has been expressly authorized by the Master Cardholder or the Authorized Representative on behalf of the Customer.

You agree to sign the back of your Card immediately upon receipt.

The expiration date of your Card is identified on the front of the Card. The Card is a prepaid card, and is not a credit card or charge card. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card may not be re-sold. The funds in the Subaccount will be FDIC insured to the Master Cardholder upon receipt by the Issuer (for sole proprietorships) or to the Customer (for all other business types). Neither you

nor the Master Cardholder will receive any interest on your funds associated with the Subaccount. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law.

The Subaccount does not constitute a checking or savings account and is not connected in any way to any account other than the Master Account.

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.

2. BUSINESS PURPOSES

The Card has been issued to you pursuant to instructions by the Master Cardholder or the Authorized Representative for the purpose of allowing you to use the Card to conduct transactions on behalf of the Customer to the extent authorized by the Master Cardholder or Authorized Representative. The Card may be used only for business related transactions in connection with the Customer's business operations and pursuant to the applicable instructions and guidelines provided by the Master Cardholder or Authorized Representative. **You acknowledge and understand that because the Card may be used for business-related transactions only, the Card may not be used for personal, family, or household purposes.** The Card will not be treated as a consumer Card under state or federal law, and neither you nor the Master Cardholder will have the benefit of any consumer law limiting any party's respective liability with respect to unauthorized use of the Card.

The Master Cardholder or Authorized Representative may revoke your ability to use the Subaccount and Card at any time, in which case the Card will be cancelled, the Subaccount will be closed, and any funds remaining in the Subaccount will be transferred to the Master Account.

3. OPENING A SUBACCOUNT (IDENTITY VERIFICATION)

Important information for opening a Subaccount: 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 is authorized to use a Subaccount.

What this means for you: When you are authorized to use the Subaccount by the Master Cardholder or Authorized Representative, 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.

4. ACTIVATION/REGISTRATION

Your Subaccount and Card will not be activated for use until you have provided personal information in order for us to verify your identity (“register”). You may activate and register your Card by calling **1-877-973-1223** or by visiting business.netspend.com. If we cannot successfully complete the activation/registration process, any funds in the Subaccount will be returned to the Master Account and the Subaccount will be closed.

5. FEE SCHEDULE

All fee amounts will be withdrawn from the Subaccount, unless specified otherwise and except where prohibited by law. NOTE: Fees assessed to the Subaccount balance may bring the Subaccount balance negative. Any time the Subaccount balance is less than the fee amount being assessed on the Subaccount or the Subaccount balance is already negative, the assessment of the fee will result in a negative balance on the Subaccount or increase the negative balance on the Subaccount, as applicable. If that occurs, any subsequent loads into the Subaccount will first be applied to the negative balance. The Master Cardholder is responsible for any negative balance incurred on a Subaccount, and must add sufficient funds to cover such negative balance within sixty (60) days of its creation. If the Master Cardholder does not add sufficient funds to cover a negative balance in a Subaccount within this timeframe, we reserve the right to close the Subaccount.

Cost to Open Subaccount: No Fee

Card Purchase Fee: No Fee. Replacement Cards are available for fees as identified below.

FeeAdvantage™ Plan		
Purchase Plan Details:	Amount:	Description:
Subaccount Fee (“Plan Fee”)	\$1.95	Per month; fee deducted from the Subaccount once Subaccount first funded and on the monthly anniversary of first funding of the Subaccount.
Signature Purchase Transaction Fee	Included	Purchase Transaction Fees included in Subaccount Fee
PIN Purchase Transaction Fee	Included	Purchase Transaction Fees included in Subaccount Fee
Foreign Transaction Surcharge	3.5%	Surcharge assessed based on U.S. Dollar amount of the purchase transaction and is not covered by Master Account Fee or

		Subaccount Fee
Withdraw Cash:		
Over-the-Counter Cash Withdrawal Fee at a financial institution (“OTC Withdrawal Fee”)	\$2.50	Per withdrawal, plus the Foreign Transaction Surcharge, if applicable. A fee may also be assessed by a financial institution that is not a Visa member financial institution
Over-the-Counter Cash Withdrawal Fee at NetSpend Reload Network location (“OTC Withdrawal Fee – Reload Network”)	Varies	Fee may be assessed by reload location and may vary from location to location; see location for details. Service not available at all reload locations. This is a third party fee, not assessed by Bank
ATM Cash Withdrawal Fee - Domestic	\$2.50	Per withdrawal, plus third party ATM operator fees, if any
ATM Cash Withdrawal Fee - International	\$4.95	Per withdrawal, plus the Foreign Transaction Surcharge, and third party ATM operator fees, if any
Foreign Transaction Surcharge	3.5%	Surcharge assessed based on U.S. Dollar amount of the purchase transaction and is in addition to the ATM Cash Withdrawal Fee – International or OTC Withdrawal Fee
ATM Transaction Decline Fee - Domestic	\$1.00	Per declined domestic ATM transaction
ATM Transaction Decline Fee – International	\$1.00	Per declined international ATM transaction
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.		
ATM Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator, and you may be charged a fee for a balance inquiry fee even if you do not complete a funds transfer.		
Check Your Balance:		
Balance Inquiry Fee – Online Account Center	No Fee	Per inquiry
Balance Inquiry Fee – Email or Text Message	No Fee	Standard text message or data rates may apply
Balance Inquiry Fee – Telephone Automated Service	\$0.50	Per inquiry
Balance Inquiry Fee – Telephone CS Agent	\$0.50	Per inquiry conducted through a Customer Service (CS) agent
Balance Inquiry Fee – ATM Domestic	\$0.50	Per inquiry, plus third party ATM operator fees, if any

Balance Inquiry Fee – ATM International	\$0.50	Per inquiry, plus third party ATM operator fees, if any
Manage Your Subaccount:		
Additional Statement Mailing Fee	\$5.95	Per statement request
Replacement Card Fee	\$3.95	Per lost, stolen, or damaged card replacement requested, assessed to the Subaccount
Make Payments:		
Bill Payment Fee	Varies	See the online Account Center to determine if the Subaccount has the ability to pay bills using the funds associated with the Subaccount. Fees are determined and assessed by third-party service providers.

6. AUTHORIZED USERS

Except as otherwise provided by in this Agreement or by the Master Cardholder, you are responsible for all authorized transactions initiated and fees incurred by the use of the Subaccount. You may not permit another person to have access to your Card, Card Number or Personal Identification Number (“PIN”). You must not send your Card, Card Number or PIN to any person. You are wholly responsible for the use of the Card, Card Number, PIN, or Subaccount according to the terms and conditions of this Agreement, the instructions of the Master Cardholder or Authorized Representative, and applicable law.

You may not request that an additional Card be connected to the Subaccount or make any changes regarding the Subaccount. All requests for changes to the Subaccount may only be made by the Master Cardholder or Authorized Representative.

7. PERSONAL IDENTIFICATION NUMBER

You will select a PIN at the time you register your Card with your personal information. To the extent authorized by the Master Cardholder, a PIN can be used to obtain cash (see section 8, “Cash Access”) or to make purchases at any Point-of-Sale (“POS”) device that bears the Visa®, Plus®, or PULSE® acceptance mark. You should not write or keep your PIN with your Card. Never share your PIN with anyone, including the Master Cardholder or an Authorized Representative. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any ATM or POS device that appears to be modified or suspicious. If you believe that anyone has gained

unauthorized access to your PIN, including the Master Cardholder or an Authorized Representative, you should advise us immediately by following the procedures described in section 22, *“Lost or Stolen Cards/Unauthorized Transactions.”*

To register your Card, see section 4, *“Activation/Registration.”*

8. CASH ACCESS

To the extent authorized by the Master Cardholder or Authorized Representative, and upon successful activation/registration, you may use your Card and PIN to obtain cash from any ATM or any POS device (to the extent permitted by the relevant Merchant) bearing the Visa, Plus, or PULSE acceptance mark. ATM transactions are treated as cash withdrawal transactions. Any cash withdrawn from an ATM terminal, POS device or through a participating bank or NetSpend Reload Network location (an **“Over the Counter Cash Withdrawal”**) will be subject to the limitations established by the Master Cardholder or Authorized Representative, not to exceed the limitations set forth in section 10, *“Using Your Subaccount/Limitations”*).

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 section 5, *“Fee Schedule.”*

9. LOADING YOUR SUBACCOUNT

You may not add funds directly to the Subaccount. The Subaccount may only be loaded by transfers from the Master Account at the direction of the Master Cardholder or Authorized Representative. You acknowledge and agree that the value available in the Subaccount is limited to the funds that have been loaded into the Subaccount from the Master Account. Such funds are the property of the Customer and are to be used solely in accordance with any applicable instructions of, or policies or rules set by, the Master Cardholder or Authorized Representative.

Our policy is to make funds loaded to the Subaccount available for use within one (1) hour from the time they are transferred from the Master Account. Availability or use of funds loaded to the Subaccount 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.

10. USING YOUR SUBACCOUNT/LIMITATIONS

10.1 Subaccount Access

Subject to the limitations set forth in this Agreement and the Subaccount configuration determined by the Master Cardholder or Authorized Representative, you may use your Card to:

- (1) withdraw cash from the Subaccount (see section 8, “Cash Access”);
- (2) purchase or lease goods or services wherever Visa debit cards are accepted; and
- (3) pay bills directly from the Subaccount in the amounts and on the days you request.

Some of these services may not be available on all Subaccounts. The Master Cardholder or Authorized Representative may add or remove available features from the Subaccount at any time, and may establish transaction limits for the Subaccount that are less than the transaction limits set forth in the box below labeled “*Subaccount Limits.*” Visit the online Account Center at business.netspend.com to view the features available on the Subaccount and applicable transaction limits. There may be fees associated with some of these transactions. For information about the fees, see section 5, “*Fee Schedule.*” **All transactions conducted using the Card or Subaccount must be on behalf of the Customer in connection with the Customer’s business operations and pursuant to the applicable instructions and guidelines of the Master Cardholder or Authorized Representative.**

10.2 Limitations on frequency and dollar amounts of transactions

For security reasons, we may limit the amount or number of transactions you can make with the Subaccount. Any transfers made through the use of third-party service providers (including, but not limited to bill payment service providers) will be subject to the frequency and dollar value limits established by the provider. To see the service provider’s terms of service agreement, please visit the online Account Center.

10.2(a) Subaccount Limits

The Master Cardholder or Authorized Representative may set limits applicable to the Subaccount that are lower than the limits stated here; please contact the Master Cardholder or Authorized Representative for the specific limits applicable to your use of the Subaccount. We may change applicable limits at any time for security purposes or as we otherwise deem necessary or appropriate to comply with applicable law.

Transfer Type	Maximum Amount	Frequency and Number
ATM Cash Withdrawals	\$300.00	Per transaction inclusive of any applicable fees; subject to lower limits imposed by ATM owner-operator
	\$300.00	Per 24-hour period (“Day”); limit of six (6) transactions per Day
Over-the-Counter Cash Withdrawals	\$5,000.00	Per transaction
PIN-based or Signature-based Purchase Transactions	\$5,000.00	Per transaction

10.3 Transaction Processing

Each time you use your Card, you authorize us to reduce the value available in the Subaccount by the amount of the transaction and any applicable fees. You may not exceed the available amount in the Subaccount through an individual transaction or a series of transactions. If any transaction(s) exceeds the balance of the funds available in the Subaccount, the Master Cardholder will remain fully liable to us for the amount of the transaction(s) and any applicable transaction fee(s). The Master Cardholder must pay us promptly for the negative balance. If the Master Cardholder or Authorized Representative has not moved sufficient funds from the Master Account to cover a negative balance on the Subaccount within sixty (60) days of its creation, **we have the right to cancel the Subaccount. Additionally, we have the right to pursue collection, including the right to collect funds, equal to or less than the negative balance, from the Card Account or any other Card Account(s) related to the Customer's business that the Master Cardholder may have with us, including Subaccounts.** In all instances described above, loads to the Subaccount may be made only from the Master Account.

If the amount of funds available in the Subaccount is less than the amount of a transaction, you can instruct the merchant, Internet service or other utility provider (a "**Merchant**") to charge a part of the purchase to the Card and pay the remaining amount with cash or another payment method. These are called "*split transactions.*" Some Merchants do not allow cardholders 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 the Subaccount 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 Merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though there are sufficient funds available in the Subaccount, 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 the related amount of funds available in the Subaccount 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.

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.

You may not use your Card Number or the Issuer's routing number and your assigned Account Number in connection with the creation and/or negotiation of any financial instruments such as checks, which we have not authorized.

Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction. The Master Cardholder or Authorized Representative may prohibit other transaction types on the Subaccount; please contact the Master Cardholder or Authorized Representative for any additional prohibited transaction types applicable to the Subaccount.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card, except as otherwise permitted in this Agreement. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold (see section 13, "*Returns and Refunds*," in addition to previous information addressed in this section).

10.4 Non-Visa Debit Transactions

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 section 22, "*Lost Or Stolen Cards/Unauthorized Transactions*" 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.

11. PREAUTHORIZED DEBITS AND CREDITS

You may not use the Subaccount for recurring payments to Merchants or to third-party service providers (including bill pay service providers). You may not arrange for Automatic Clearing House (“ACH”) deposits to the Subaccount.

12. FRAUDULENT OR CRIMINAL SUBACCOUNT ACTIVITY

We reserve the right to block or cancel your Card or the Subaccount for any reason in our sole discretion including, for example, if, as a result of our policies and processes, we detect what we reasonably believe to be fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement or applicable law. We will incur no liability to you or the Master Cardholder because of the unavailability of the funds that may be associated with the Subaccount.

13. RETURNS AND REFUNDS

If Customer is entitled to a refund for any reason for goods or services obtained with your Card, you and Customer agree to accept credits to the Subaccount for such refunds and agree to the refund policy of that Merchant. If there is a problem with a purchase that you made with your Card, or if you have a dispute with the Merchant, you, the Master Cardholder, or the Authorized Representative must attempt to handle it directly with the Merchant. Merchant refunds in an amount the same or less than the amount of the corresponding debit will post to the Subaccount 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 the Subaccount.

14. CARD REPLACEMENT

If you need to replace your Card for any reason, please notify the Master Cardholder or Authorized Representative to request a replacement Card. **Only the Master Cardholder or Authorized Representative can request a Replacement Card for a Subaccount.** There is a fee for replacing your Card. For information about the fee, see section 5, “*Fee Schedule.*”

15. FOREIGN TRANSACTIONS

If you obtain funds or make a purchase in a currency other than the currency in which the Subaccount was issued, or conduct a transaction with a Merchant located outside the U.S., Puerto Rico, the U.S. Virgin Islands, Guam, or the Marianas Islands (“Foreign Transaction”), the transaction will be converted to U.S. Dollars, and the Master Cardholder or Authorized Representative will be charged a fee equal to 3.5% of the total amount of the transaction in U.S. Dollars. If you make a Foreign Transaction, the amount

deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of the Subaccount. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by the network or 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 network or card association itself receives or the government-mandated rate in effect for the applicable central processing date. If the Foreign Transaction results in a credit due to a return, Customer will receive a refund for the Foreign Transaction Surcharge based on the exchange rate at the date and time of the credit; the amount of the refunded Foreign Transaction Surcharge may be more or less than the Foreign Transaction Surcharge paid at the time of the original purchase.

Please contact the Master Cardholder or Authorized Representative to determine if the Subaccount has permission to conduct transactions in foreign currencies or with Merchants located in foreign countries.

16. BUSINESS DAYS

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.

17. ADDRESS OR NAME CHANGES

You are responsible for notifying us of any change in your physical address, mailing address, email address, telephone 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 via email at businesscustomerservice@netspend.com, by telephone at **1-877-973-1223**, or by mail to: NetSpend, P.O. Box 2136, Austin, TX 78768-2136.

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.

18. RECEIPTS

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

19. SUBACCOUNT BALANCE/PERIODIC STATEMENTS

You are responsible for keeping track of the available balance of the Subaccount. Merchants generally will not be able to determine the available balance of the Subaccount. It is important to know the available balance before making any transaction. You may determine the available balance by accessing the Subaccount online at business.netspend.com; by enrolling in the Anytime Alerts™ SMS service (standard text message and data rates may apply); or by calling **1-877-973-1223** (there will be a fee for this call, see section 5, "*Fee Schedule*"). A history of account transactions is available for no fee at business.netspend.com. Statements in electronic format will also be made available for no fee at business.netspend.com for each month in which a transaction occurs. You will not automatically receive paper statements. You have the right to obtain a written history of account transactions by calling **1-877-973-1223** or by writing to us at NetSpend, P.O. Box 2136, Austin, TX 78768-2136. **There is a fee for obtaining a written history.** For information about each of the fees described in this section, see section 5, "*Fee Schedule*."

20. CONFIDENTIALITY

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

- (1) Where it is necessary or helpful for completing transactions;
- (2) In order to verify the existence and condition of your Card, the Subaccount, and any associated funds for a third party, such as a Merchant;
- (3) In order to comply with government agency or court orders, or other legal or administrative reporting requirements;
- (4) If you give us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys, as needed;
- or
- (6) When otherwise permitted by law.

For additional information regarding our use and sharing of certain information, please see our Privacy Policy at business.netspend.com.

21. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not properly complete a transaction to or from the Subaccount on time or in the correct amount according to this Agreement, our sole responsibility for failing to properly complete the transaction will be to correct that error.

In addition, we will not be liable to you or to the Master Cardholder:

- (1) If through no fault of ours, you do not have enough funds available in the Subaccount to complete the transaction;
- (2) If a Merchant refuses to accept your Card or Card Number;
- (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 the Subaccount has been blocked after your Card or the associated PIN has been reported lost or stolen;
- (6) If there is a hold on the funds in the Subaccount for any reason;
- (7) If the funds associated with the Subaccount are subject to legal process or other encumbrance restricting their use or transfer;
- (8) If we have reason to believe the requested transaction is unauthorized or that the Card or Subaccount was used or is being used in violation of this Agreement or the instructions, policies, or rules established by the Master Cardholder or any Authorized Representative;
- (9) 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
- (10) As otherwise provided in this Agreement or by applicable law.

22. LOST OR STOLEN CARDS/UNAUTHORIZED TRANSACTIONS

if you believe your Card or PIN has been lost or stolen or an unauthorized transaction has been made using your Card or PIN without your permission, contact Customer Service at **1-877-973-1223** or visit your online Account Center IMMEDIATELY. We may ask for the Card Number and other identifying details about the transaction and we reserve the right to require that you send us your complaint or question in writing. We reserve the right to investigate any claim you make with respect to a lost or stolen Card or unauthorized transaction, and you agree to cooperate with such investigation. We may not be able to assist you if you do not contact us within sixty (60) days of the unauthorized transaction. If you report your Card lost or stolen, we may cancel your Card and issue you a new Card, subject to any applicable fees for replacing or delivering your Card (see section 5, "*Fee Schedule*" for more information about the Replacement Card Fee and the Card Delivery Fee options).

Under Visa's Zero Liability Policy, the liability of the Master Cardholder for unauthorized transactions on the Subaccount is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. These provisions limiting the liability of the Master Cardholder do not apply to debit transactions not processed by Visa or foreign ATM withdrawals.

Unauthorized transactions do not include transactions made by a person authorized to transact business on the Subaccount (including a Master Cardholder or Authorized Representative) or transactions made by you that exceeds the authority granted to you by the Master Cardholder Authorized Representative.

23. MISCELLANEOUS

This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter, and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter. The Card, Subaccount, and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card or the Subaccount is subject to all applicable rules and customs of any clearinghouse or other network or 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.

24. AMENDMENT AND CANCELLATION

We may (a) amend or change the terms and conditions of this Agreement or (b) cancel or suspend your Card, the Subaccount, or this Agreement, at any time and for any reason in our sole discretion without prior notice to you or to the Master Cardholder except as required by applicable law. You may cancel this Agreement by returning the Card (if applicable) to us. However, you may not close your Subaccount, either by contacting us or by returning the Card to us; **only the Master Cardholder or Authorized Representative may close a Subaccount.** Neither your termination of this Agreement nor the closure of the Subaccount by the Master Cardholder or Authorized Representative will affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that the Subaccount is cancelled, closed, or terminated for any reason, and the associated Master Account is still open, so long as the Subaccount was used in accordance with the terms of this Agreement and the Agreement between us and the Master Cardholder, the unused balance may be moved from the Subaccount to the Master Account. Likewise, in the event that the Master Account is cancelled, closed, or terminated for any reason, the unused balance in any Subaccount will be moved to the Master Account.

We will comply with unclaimed property laws and appropriately engage in escheatment activities as required by state law.

25. ELECTRONIC COMMUNICATIONS

If you have not consented and would like to receive Communications electronically from us, please visit us online at business.netspend.com.

26. CUSTOMER SERVICE

For customer service or additional information regarding the Subaccount, please contact us at:

NetSpend
P.O. Box 2136
Austin, Texas 78768-2136
1-877-973-1223

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.
You may leave a message for Customer Service outside these hours.

Subaccount balance inquiries made by telephone are subject to a fee. For information about the fee, see section 5, “*Fee Schedule.*”

27. 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.

28. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, THE MASTER CARDHOLDER, OR THE CUSTOMER, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD OR SUBACCOUNT ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

From time to time the Card and/or Subaccount services may be inoperative, and when this happens, you may be unable to use your Card or obtain information regarding your Card or the Subaccount, including the available balance of funds associated with your Subaccount. Please call Customer Service at **1-877-973-1223** if you have any problems using your Card. You agree that neither we nor NetSpend are responsible for any interruption of service.

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

29. LIMITATION OF LIABILITY

NEITHER WE NOR OUR SERVICE PROVIDER, NETSPEND, WILL BE LIABLE TO YOU, THE MASTER CARDHOLDER, OR THE CUSTOMER FOR: DELAYS OR MISTAKES RESULTING

FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHROITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD OR CARD NUMBER; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; 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, THE MASTER CARDHOLDER, OR THE CUSTOMER; YOU, THE MASTER CARDHOLDER, OR THE CUSTOMER WILL ONLY BE ENTITLED TO RECOVER ACTUAL DAMAGES. IN NO EVENT SHALL YOU, THE MASTER CARDHOLDER, OR THE CUSTOMER BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU, THE MASTER CARDHOLDER, OR THE CUSTOMER HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT THE RECOVERY OF THE MASTER CARDHOLDER OR THE CUSTOMER FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US OR NETSPEND SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

30. WEBSITE OPERATION AND OUR AVAILABILITY

Although considerable effort is expended to make our website (including the online Account Center) and other operational and communications channels available around the clock, we do not warrant these channels to be available and error-free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes, and armed conflicts.

You agree to act responsibly with regard to our website and its use. You will not violate any laws, interfere with or disrupt computer networks, impersonate another person or entity, gain any unauthorized entry, or interfere with the website's systems and integrity. We shall not bear any liability whatsoever for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment. We advise the regular use of a reputable and readily-available virus screening and prevention software.

31. WAIVER OF RIGHT TO TRIAL BY JURY

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

IN THE EVENT OF ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THIS AGREEMENT, CUSTOMER AGREES THAT SUCH DISPUTE SHALL BE RESOLVED BY BINDING ARBITRATION WITH THE AMERICAN ARBITRATION ASSOCIATION, UTILIZING THE RULES OF PROCEDURE OF SUCH ARBITRATION SERVICE, 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. FURTHER, ANY SUCH ARBITRATION SHALL TAKE PLACE IN SIOUX FALLS, SOUTH DAKOTA AND THE LAWS OF THE STATE OF SOUTH DAKOTA SHALL APPLY. THE DECISION OF AN ARBITRATOR WILL BE FINAL AND SUBJECT TO ENFORCEMENT IN A COURT OF COMPETENT JURISDICTION.

This Cardholder Agreement is effective May 25, 2016.

This Card is issued by MetaBank, Member FDIC, pursuant to a license from Visa U.S.A. Inc.

5501 S. Broadband Lane

Sioux Falls, SD 57108

1-877-973-1223

business.netspend.com

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