



Deposit Account Agreement

The Netspend All-Access Account is established by MetaBank®, Member FDIC. Netspend, a Global Payments Company, is a service provider to MetaBank. Certain products and services may be licensed under U.S. Patent Nos. 6,000,608 and 6,189,787.

Netspend® All-Access® Account by MetaBank® Deposit Account Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

By Telephone	1-866-647-6929	Live Agent Hours: Monday-Friday, 8 a.m. to 10 p.m. CT; Saturday-Sunday 8 a.m. to 8 p.m. CT
		The Telephone Automated Service is available twenty-four (24) hours a day.
By Mail	Netspend, P.O. Box 2136, Austin, Texas 78768-2136	
By Website	www.netspendallaccess.com	Visit the Online Account Center for more information about your Account and the services available to you.

IMPORTANT NOTICES:

- 1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION PROVISION ARE SET FORTH IN THE SECTION ENTITLED "RESOLUTION OF DISPUTES BY ARBITRATION."
- 2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE IN YOUR ACCOUNT. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE ACCOUNT BALANCE.
- 3) BY OPENING OR MAINTAINING THIS ACCOUNT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. THIS AGREEMENT INCLUDES THE FOLLOWING DISCLOSURES (1) THE SCHEDULE OF ACCOUNT FEES AND TERMS, (2) ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT ("E-SIGN") DISCLOSURE, (3) OUR PRIVACY POLICY, AND (4) ANY ADDITIONAL DISCLOSURES REGARDING YOUR ACCOUNT AND/OR RELATED FEATURES OR SERVICES THAT THE BANK MAY PROVIDE TO YOU FROM TIME TO TIME.
- 4) AS EXPLAINED IN FURTHER DETAIL IN THE E-SIGN DISCLOSURE, AUTHORIZATION TO ELECTRONICALLY RECEIVE ANY AND ALL COMMUNICATIONS OR DISCLOSURES RELATED TO YOUR ACCOUNT AND ANY RELATED PRODUCTS AND SERVICES IS A CONDITION OF THIS ACCOUNT, MEANING THAT IF YOU REVOKE YOUR CONSENT TO RECEIVE SUCH COMMUNICATIONS AND DISCLOSURES ELECTRONICALLY YOU UNDERSTAND THAT WE WILL IMMEDIATELY CLOSE YOUR ACCOUNT.
- 5) WE MAY CLOSE THE ACCOUNT AT ANY TIME, WITH OR WITHOUT CAUSE (SEE THE "CLOSING AN ACCOUNT" SECTION BELOW FOR MORE INFORMATION).

This Deposit Account Agreement ("**Agreement**") sets forth the terms and conditions under which the Netspend All-Access Account by MetaBank ("**Account**") has been established for you by MetaBank. "**Accountholder**", "**you**" and "**your**" means the person who has opened and owns the Account. "**We**", "**us**", "**our**", and "**Bank**" mean MetaBank, Member FDIC, our successors, affiliates or assignees. "**Netspend**" refers to Netspend Corporation, who performs certain services related to your Account on our behalf. Please read this Agreement carefully and keep it for future reference.

1. DEFINITIONS

When used in this Agreement:

- "**Access Device**" means your Card, PIN, Password, and any other code or device that we make available to access your Account.
- "**ACH**" means the Automated Clearing House network, a funds transfer system governed by the NACHA (National Automated Clearing House Association) rules, that provides funds transfer services to participating financial institutions.
- "**Actual Balance**" is the aggregate amount of funds in your Account according to our records, and includes electronic credits and all deposits. Your Actual Balance may be different than your Available Balance.
- "**Annual Percentage Yield**" or "**APY**" is the total amount of interest paid on an Account, based on the interest rate and the frequency of compounding for a 365-day period (366-day period in a leap year), and is expressed as a percentage.
- "**ATM**" means Automated Teller Machine.
- "**Available Balance**" is the amount of funds available for withdrawal and authorizing transactions, which may be different than your Actual Balance. The Available Balance is reduced by 1) the amount of pending transactions, such as a point-of-sale transaction; 2) funds on hold in accordance with our funds availability policy; 3) our receipt of notice that a transaction will be presented or returned; or 4) our receipt of legal process relating to your Account.
- "**Business Day**" means any day of the week that is not a Saturday, Sunday or federal holiday. Any references to "days" found in this Agreement means calendar days unless indicated otherwise. Non-Business Days are considered part of the following Business Day.
- "**Card**" means the Netspend All-Access Account by MetaBank Debit Card that may be used to access your Account as further described in the section below titled "Using Your Account."

- **"Direct Deposit"** means an ACH credit intended for, or posted to, your Account. A Direct Deposit may include payroll, pension, state or federal payments (including Social Security benefits), from your employer or other originator.
- **"EFT"** means electronic funds transfer transactions.
- **"Financial Service"** means your Account or any financial product or service made available through the OAC or Mobile App or otherwise in connection with your Account.
- **"Schedule of Account Fees and Terms"** or **"Fee Schedule"** refers to the document listing fees applicable to your Account, which is attached at the end of the Agreement. Please note: Fees referenced throughout this Agreement can be found in the Schedule of Account Fees and Terms included below and on www.netspendallaccess.com.
- **"Item"** means service charges, electronic items or transactions, drafts, preauthorized payments, automatic transfers, telephone-initiated transfers, ACH transactions, online banking transfers or bill payment instructions, adjustments, and any other instruments or instructions for the payment, transfer, or withdrawal of funds.
- **"Mobile App"** means the mobile application made available to you by the Bank or its service provider through which you may obtain information regarding, and otherwise manage, your Account. Message and data rates may apply.
- **"Online Account Center"** or **"OAC"** means the website made available to you by the Bank or its service provider appearing at www.netspendallaccess.com, through which you may obtain information regarding, and otherwise manage, your Account.
- **"Password"** means the user name and password that you use to access the OAC and/or Mobile App.
- **"PIN"** means a Personal Identification Number used in connection with your Card to conduct Account transactions, as further described in the section below titled "Using Your Account."
- **"Virtual Card"** (as further described in the section labeled "Virtual Card") means a temporary Access Device issued to you by Bank that you may elect to obtain to access your Account for telephone or online transactions, without needing to present your Card.

2. ABOUT YOUR ACCOUNT

- Your Account is a Demand Deposit Account.** The Account is not a credit product. Your Account is to be used only for personal, family, or household use. This Account is not designated for business use, and we may close your Account if we determine that it is being used for business purposes. We may close your Account or refuse to process any transaction that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. The funds on deposit in your Account are held with us on your behalf, and are insured by the Federal Deposit Insurance Corporation ("**FDIC**"), subject to applicable limitations and restrictions of such insurance. The FDIC website at www.fdic.gov allows you to determine the amount of your deposits which are insured. For more information, please contact the FDIC directly at 1-877-ASKFDIC (1-877-275-3342).
- In order to open an Account, you must provide all of the personal and financial information required from you and pass the mandatory identification verification described below. In addition, you must activate the Card you received from us in connection with your Account. To activate your Card, you must call 1-866-647-6923 or visit www.netspendallaccess.com. You will select a PIN when you activate your Card.
- You agree to pay the charges as shown on the Fee Schedule. As these charges are incurred, we will deduct the charges directly from your Account. We will not be liable for dishonor of any Item resulting from our deduction of any charges as authorized by this Agreement. **NOTE: Fees assessed to your Account balance may bring your Account balance negative. Any time your Account balance is less than the fee amount being assessed to your Account or your Account balance is already negative, the assessment of the fee will result in a negative balance on your Account or increase the negative balance on your Account, as applicable. If that occurs, any subsequent deposits to your Account will first be applied to the negative balance.**
- Your Account does not offer a standard check writing feature.** You may not write checks on your Account, or order checks for your Account from us or any other source. Any transactions to your Account that involve a check drawn on your Account, including written checks, check by phone, or third-party authorizations that come through as a check, will not be honored. However, you may have access to a preauthorized check feature made available by a third party. Please visit the OAC for more information about this feature. When providing Account and routing numbers to merchants to make a payment, (whether in person, electronically or over the phone) you need to ensure that the merchant is using the ACH system to process the transaction as an electronic debit, as ACH is an accepted form of payment for your Account. If the merchant processes a payment as a check, the check will be rejected and not paid. You may be charged a fee by the merchant if this happens. You may not use your Card number or your Account number and our routing number in connection with the creation and/or negotiation of any financial instruments, such as checks, which we have not authorized.

3. GETTING STARTED

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

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

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

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

b. Tax Information

Generally, we are required to report annually to you and to the Internal Revenue Service ("IRS") interest payments that total \$10.00 or more during the year on your Account with us. We may also be required to report this information to the appropriate state revenue authority.

When you open an Account, we are required to obtain, and each U.S. citizen or resident alien must give us, a certified U.S. Taxpayer Identification Number ("**TIN**") and information regarding your backup withholding status. If you have a U.S. Social Security Number, this number is your TIN.

When you apply for an Account, you must certify as to whether or not you are a U.S. person and that you have provided the correct TIN and the correct backup withholding status. If you do not provide this, or if the IRS notifies us that the name and TIN you gave us is incorrect, or if the IRS notifies us that you failed to report all your interest and dividends on your tax return, we are required to backup withhold at the current backup withholding rate on interest paid to your account and pay it to the IRS. In some cases, a state and local tax authority may also require that we pay state and local backup withholding on interest paid to your account when we are required to pay backup withholding to the IRS. Backup withholding is not an additional tax. If you are subject to backup withholding, we are required to report to you and to the IRS regardless of the amount of the interest payment. You may claim amounts withheld and paid to the IRS as a credit on your federal income tax return.

For more information or to determine how this information applies to you, please consult your tax advisor.

4. ACCOUNT FUNDS

You may deposit or transfer funds to your Account by:

Deposit Method	Limit	Frequency
Direct Deposit or ACH transfers from a third-party financial institution	No Limit	Manual review may be conducted on deposits exceeding \$15,000.00.
Cash remittances sent to us through the Netspend Network	\$7,500.00	Per transaction
	\$7,500.00	Per day
	\$15,000.00	Per 30-day period
Cash remittances sent to us through an eligible third-party money transmission service provider	Limit and frequency of deposits varies based on service selected; please see third-party service terms and conditions for limits specific to the service selected.	
Check deposits sent to us through an eligible mobile check deposit service provider	Limit and frequency of deposits varies based on service selected; please see third-party service terms and conditions for limits specific to the service selected.	

Funds transmitted to us electronically through an eligible third-party money transmission service provider (e.g., a non-ACH transfer through a third-party service provider)

Limit and frequency of deposits varies based on service selected; please see third-party service or third-party financial institution terms and conditions for limits specific to the service selected.

If you arrange to have funds transferred to your Account from a third party through an ACH credit, you must enroll with the third party by providing the Bank routing number and direct deposit account number that we provide you. You agree to present your Card and meet identification requirements to complete transactions as may be required. No other person can deposit money into your Account on your behalf, and we reserve the right to reject any such deposit. We will not accept any checks, money orders or cash mailed to us for deposit, or any inbound wire transfers to your Account. We are not liable for any checks, money orders or cash mailed to us.

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

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

a. Deposits

Deposits may be made in a form and manner as agreed upon by us in our sole discretion. We are not responsible for deposits mailed to us. We may, at our sole discretion, refuse to accept particular deposits. Cash transfers are credited to your Account according to this Agreement. Other Items you deposit are handled by us according to our usual collection practices. If an Item you deposit is returned unpaid, we will debit your Account, adjust any interest earned, and assess any other fee we pay or loss we incur. In addition, you are liable to us for all costs and expenses related to the collection of any amount from you. Funds deposited to your Account are available in accordance with this Agreement. **YOU CANNOT MAKE ANY KIND OF DEPOSIT THROUGH ANY ATM.**

b. Collection of Deposited Items

All Items are credited subject to final settlement in cash or credits. We shall have the right to forward Items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such Items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such Items in accordance with the rules and regulations of the clearinghouse. If we permit you to withdraw funds from your account before final settlement has been made for any deposited Item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. We may refuse to accept funds for deposit to your Account for any reason and may, at our discretion, return such funds to the originator. We may charge back any deposited Item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited Items or for any damages resulting from any of those actions.

5. USING YOUR ACCOUNT

a. Accessing Funds and Limitations

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

You are responsible for all obligations arising out of the ownership and maintenance of your Account, including the amount of any deposits to the Account and for which the Account was credited, any negative balances on your Account, any service charges to the

Account, or losses arising from the breach of any representation or warranty you make to us in this Agreement or under applicable law, and the costs we incur to enforce our rights under this Agreement or to collect any sum you owe us under this Agreement, including, to the extent permitted by law, our reasonable attorneys' fees. You may not use your Account for any illegal transactions. You may use your Account to:

- 1) Withdraw cash via ATM or POS transaction. With your PIN, you may use your Card to obtain cash from any ATM or any Point-of-Sale ("POS") device, if and as permitted by the relevant merchant, bearing an acceptance mark displayed on the Card. ATM transactions are treated as cash withdrawal transactions. You may also obtain your Account balance through certain ATMs. A fee may be associated with the use of your Card to obtain cash or Account balance information. For information about these fees, please see the Fee Schedule below. In addition, some or all transactions may be subject to a surcharge assessed by the terminal owner. Any cash withdrawn through an ATM or POS device transaction, or through a participating bank, will be subject to the limitations set forth in the section below labeled "Limits." Cash withdrawals are available up to the daily authorization limits disclosed below, provided the Available Balance in your Account is greater than or equal to the amount requested plus any fees that may be charged along with the cash disbursement. Cash withdrawals may also be subject to varying daily limits at the terminal owner's discretion. If you use your Card and PIN to obtain Account balance information through an ATM, please note that the balance information provided may not reflect recent transactions and may include funds that are not available for immediate withdrawal.
- 2) Direct Deposit funds. You can arrange for Direct Deposits to your Account (see the "Account Funds" section for more information).
- 3) Preauthorize Credits/Debits. We accept, on your behalf, preauthorized credits and debits to your Account which allow unrestricted activity. You may also arrange for recurring payments to merchants and other parties using bill pay services made available through eligible third-party bill payment service providers. We may conduct these transactions via ACH transfer. Each of these services has unique fees associated with the transaction – please see the Fee Schedule below. When you provide the party initiating the withdrawal or deposit with advance authorization to make recurring ACH transfers to or from your Account, the transfers are referred to as "preauthorized transfers." Because these preauthorized transfers are performed electronically through the ACH network, they are governed by federal regulations pertaining to EFT services. These regulations entitle you to certain benefits and protections in connection with the EFT services, such as the right to receive a copy of your written authorization to debit your Account from the party that obtains it (see the "Preauthorized Transfers" section for more information).
- 4) Make purchases using your debit card. You may use your Card to purchase goods and services from merchants that accept Cards bearing an acceptance mark displayed on the Card as a method of payment.
- 5) Pay bills directly by telephone or online from your Account in the amounts and on the days you request. 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.
- 6) Make transfers to other accounts. By using a transfer option available on your Account within the OAC or Mobile App, you may direct that funds be transferred from your Account to: (i) other accounts you own and hold; (ii) other accounts you own and hold at certain other financial institutions; or (iii) third-party accounts held by other people or at other financial institutions. See the OAC or Mobile App for additional information. Once a transfer has occurred, it is irrevocable.
- 7) Make transfers to your optional linked Savings Account ("Savings Account"). You may transfer funds to an optional linked Savings Account. Separate terms and conditions apply to the Savings Account; see the OAC for additional information.

You may use your Account to purchase or lease goods or services as long as you do not exceed the value available in your Account. You are not authorized to use the bank routing number and account number to make a debit transaction if you do not have sufficient funds in your Account (subject to applicable terms or offerings below). These debits will be declined and your payment will not be processed.

b. Foreign Transactions

If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Account was issued ("Foreign Transaction"), the amount deducted from your Account will be converted by the network or card association that processes the transaction into an amount in the currency of your Account. The rate they choose is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of any fee that we charge as compensation for our services. You will be charged a fee for Foreign Transactions in U.S. dollars as disclosed in the Fee Schedule.

Fees may be assessed for transactions conducted in U.S. territories. If a Foreign Transaction results in a credit due to a return, we will not refund any Foreign Transaction Fee that may have been charged on your original purchase.

c. Limits

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

d. Personal Identification Number

You will select a PIN when you activate your Card. With your PIN, you may use your Card to make purchases at any POS device, or to obtain cash from any ATM or any POS device, if permitted by the merchant, bearing an acceptance mark displayed on the Card. You should not write or keep your PIN with your Card. Never share your PIN with anyone 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 section labeled "Lost or Stolen Cards; Unauthorized Transactions" below.

e. Periodic Statements

You will be able to review Account transactions and Account statements through the OAC. We will send you an email that your Account statement is available on the OAC, and the Account statement shall be deemed received on the date that it is posted to the OAC. You will get a periodic statement for each monthly cycle in which an electronic funds transfer has occurred. If no transfer has occurred, a periodic statement will be provided at least quarterly. In any case, you will get the statement at least quarterly, and all EFT transactions since the last statement will be reported on your statement. If your Account is dormant, we may stop sending you account statement emails, posting statements to the OAC or both.

Your Account is dormant if your Account has not had any customer-initiated activity, that is, no purchases; no cash withdrawals; no cash remittances; or no balance inquiry fees for 365 consecutive days. For security reasons, we may refuse a withdrawal or transfer from Accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization.

f. Non-Visa Debit Transactions

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

g. Authorized Users

The Account may only be owned and titled in the name of one individual. Account ownership is non-transferrable. The Account cannot be owned or titled jointly, by an organization, as Payable on Death or In Trust For. You may not permit another person to

have access to your Card or Account. If you do provide access to your Card or Account, you are liable for all transactions conducted using the Card or Account. You are wholly responsible for the use of each Card according to the terms of this Agreement subject to the section labeled "Lost or Stolen Cards; Unauthorized Transactions" below, and other applicable law.

h. Authorization Holds

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Account may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place 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 preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. 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. You do not have the right to stop payment on an authorized purchase transaction, except as otherwise provided herein.

If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier.

i. Limitation on Payments.

We may terminate access to the Account at any time for any reason, including without limitation (i) with respect to any recipient of transfers, if we believe in our sole discretion that there are an excessive number of disputes involving customer use, or (ii) with respect to any third party, if we believe in our sole discretion that the third party has initiated disputes without reasonable cause or in bad faith. We also may reject a transaction or restrict your access to the OAC or Mobile App to make further transactions at any time if we believe the security of your Account or the OAC or Mobile App is at risk or any fraudulent or illegal activity may be occurring, including evidence of unusual activity in your Account.

j. Preauthorized Transfers

Preauthorized credits: If you have arranged to have Direct Deposits made to your Account at least once every 60 days from the same person or company, you can contact Customer Service to find out whether or not the deposit has been made.

Right to stop payment and procedure for doing so: If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. To stop a recurring payment to a merchant you have preauthorized to debit your Account, you must first contact the merchant to request that the recurring payment be cancelled. If you have arranged for recurring payments to a merchant using the bill pay services available through an eligible third-party service provider, you should first contact the applicable third-party service provider to cancel the recurring payment. If the merchant or bill payment service provider with whom you have arranged recurring payments from your Account is unable or unwilling to stop your payment, you can call or write to Customer Service to request a stop on such payment. We must receive your request at least three (3) Business Days before the payment is scheduled to be made. Such a stop payment request will cancel one (1) recurring payment. If you want to permanently stop all recurring payments to a specific merchant then we require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments. There is a fee associated with each stop payment order you give to us. For information about the fee, please see the Fee Schedule below.

Notice of varying amounts: If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. 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 one of these payments 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.

k. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Account, the return and refund will be handled by the merchant. If the merchant credits your Account, the credit 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.

We are not responsible in any way for any goods or services you decide to purchase, including without limitation, their quality, safety, legality or delivery. We will not become involved in any dispute involving such goods or services. You also agree to release us and our respective directors, officers, employees and agents from any and all claims, demands and damages between persons using and accepting the Card associated with your Account, including any claims, demands or damages arising out of or related to the purchase or sale of goods or services.

i. Receipts

You may wish to retain receipts as a record of transactions. Receipts will be required if you need to verify a transaction.

m. Closing an Account

You agree to notify us of your intention to close your Account, and we reserve the right to request that your notice be in writing that affirmatively acknowledges that closing the Account could affect your receipt of Financial Services. After an Account is closed, we have no obligation to accept deposits or pay any outstanding Items, but we may do so at our option. You agree to hold us harmless for refusing to honor any Item on a closed Account.

We may close your Account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obligated to do so unless required by law. If we close your Account, we will, unless otherwise required by law, send you a check for your final balance, if any, minus any applicable Account fees and charges. If your Account balance is insufficient to pay applicable Account fees and charges owed to us, you will continue to be liable to us for the unpaid amount until it is paid in full. Your obligations for transactions conducted prior to Account closure will survive the closure of the Account and termination of this Agreement.

6. CARD REPLACEMENT AND EXPIRATION

If you need to replace your Card for any reason, please contact Customer Service. You will be required to provide personal information which may include your Card number, full name, transaction history, and similar information to help us verify your identity. There is a fee for replacing your Card. For information about the fee, please see the Fee Schedule. Please note that your Card has a "Valid Thru" date on the front of the Card. You may not use the Card after the "Valid Thru" date on the front of your Card. You will not be charged a fee for replacement Cards that we send due to expiration of the Card.

7. AVAILABILITY OF FUNDS

ACCOUNT SERVICES ARE NOT AVAILABLE AT METABANK RETAIL LOCATIONS. Should you attempt to make a deposit or withdrawal at a MetaBank branch or retail location, you will be directed to contact Customer Service.

Your ability to withdraw funds.

The length of the delay for the ability to withdraw funds and make purchases varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash or use the Card to make purchases. Even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for deposits that are returned for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

We may accept, pay, certify, or charge Items to your Account in the order we choose. Even if we provisionally post Items to your Account during the day, we may treat them as if we received all of them at the end of the day. We do not necessarily process transactions with regard to the fees that you may incur for insufficient balances.

Generally, your deposits and withdrawals are processed as follows:

- 1) Unless manual review is needed, Direct Deposits and any other ACH credits are added to your Available Balance at the time we receive and process the applicable ACH file or at the time we receive pending deposits that are immediately available for your use. ACH debits are deducted from your Available Balance in the order of lowest to highest dollar amount if multiple ACH debits are present in a single ACH file that we process.
- 2) Transactions received real-time during the day are processed as they occur. Debit transactions received during the day are debited from your Account as they occur if there is a sufficient Available Balance in the Account to pay them (for example, ATM and other Card transactions). **Please note: Your Available Balance may not reflect every transaction you have initiated or previously authorized (e.g., pre-authorized debit transaction holds that are later released).**
- 3) Fees for services we provide that have not already been debited from your Account are deducted from your Available Balance.

Direct Deposits. As noted above, funds are available from electronic Direct Deposits and any other ACH credits at the time we receive and process the applicable ACH file. You may arrange to have funds transferred by ACH to your Account by your employer or other appropriate payor. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five (5) Business Days after we receive the deposit. Note that after we make funds available to you, and you have spent, sent or withdrawn all or a portion of the funds, you are still responsible for any problems involving your deposit. If you have arranged to have Direct Deposits made to your Account, you may call Customer Service to find out whether or not

the deposit has been made. There may be a fee associated with calling Customer Service. For information about the fee, see the Fee Schedule.

Funds sent to us through eligible third-party service providers offering mobile check services, funds transfer services, or money remittance services. Generally, funds that we receive from you through one of these eligible third-party service providers will be available to you within one (1) hour from the time we receive them from the third-party service provider. Please see the applicable third-party service provider's terms of service for information about their processing and transmission timeframes.

Other Types of Deposits. Funds availability rules for other types of deposits will be disclosed to you at the time those other deposit options are offered to you.

8. ADDITIONAL PRODUCT FEATURES AND SERVICES

For more information on the following product features or services, contact Customer Service or visit the OAC and Mobile App for additional information.

a. Savings Account

Your Account includes access to an optional linked Savings Account. Separate terms and conditions apply to the Savings Account. See your OAC for more information.

b. Debit Card Overdraft Service

Your Account includes access to the optional Debit Card Overdraft Service as described below.

(i) WHAT YOU NEED TO KNOW ABOUT OVERDRAFT AND OVERDRAFT FEES

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

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

- 1) Review and accept the terms pertaining to the Service;
- 2) Enroll in the Service (i.e., opt in) by visiting www.netspendallaccess.com or by calling Customer Service;
- 3) Have a positive Account balance at the time of Service activation; and
- 4) Receive Direct Deposits totaling at least four hundred dollars (\$400.00) to your Account within thirty-five (35) days of enrollment.

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

(iii) **Terms of Use:** If your Account has a negative balance for more than thirty (30) days on three (3) separate occasions or on any one (1) occasion for more than sixty (60) days, the Service may be permanently deactivated. Further, we have the right to pursue collection of any amounts owed at our sole and absolute discretion.

If you have enrolled in the Service and meet our eligibility requirements, we may authorize and pay Overdrafts resulting from PIN- and signature-based purchase transactions initiated using your Card and ATM withdrawals. **ACH debit**

transactions, including those initiated through third-party bill pay service providers, are not eligible for coverage. It is important to keep track of the Available Balance in your Account because it will be your responsibility to determine if you have overdrawn your Account, the day and time the Overdraft occurred, and the amount of any Overdraft that is approved.

You agree that within thirty (30) days of any Overdraft occurrence on your Account you will add sufficient funds to bring your Account back to a zero or positive Available Balance, or that you will otherwise immediately pay such amount(s) to us in full upon demand. You acknowledge that your participation in the Service and the settlement by us of any transactions exceeding your Available Balance does not constitute a contractual open-end line of credit. Our authorization or settlement of any transaction on one or more occasions does not obligate us to authorize or settle future transactions. We may refuse the authorization or settlement of any transaction for you at any time. We have no obligation to notify you before we approve or decline a transaction that would result in an Overdraft in your Account.

- (iv) **Fees:** Your participation in the Service is subject to the terms of this Agreement and, by using the Service, you may incur fees. The fees for the Service are described here, and in the Fee Schedule below. The Overdraft Fee is applied to certain transactions described below that result in a negative Available Balance at the time of the transaction, and is in addition to any other fees ordinarily applicable to a transaction on your Account as disclosed in your Agreement.

Fee associated with the Service

Overdraft Fee	Fee is applied for each transaction that overdraws your Account by more than \$10.00, up to a maximum of five (5) Overdraft Fees per calendar month.	\$20.00
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Multiple Overdraft Fees may be charged if multiple Overdraft transactions are approved on the same day. Transactions are not always processed in the order in which you make them. The order in which the transactions are received and processed can affect the balance of funds available in your Account and the total amount of Overdraft Fees assessed to your Account. Transactions are processed in the order we receive them for settlement, except that multiple ACH debit transactions received on the same day are processed in order from smallest to largest (see the "Availability of Funds" section for more information).

Once your Account has been overdrawn creating a negative balance greater than \$10.00, you will have twenty-four (24) hours to add sufficient funds to your Account to bring your Account back to a zero or positive balance to avoid incurring any Overdraft Fee(s) ("Grace Period"). If you fail to do so, you will incur an Overdraft Fee for each transaction approved after your Account balance was greater than \$10.00 overdrawn, subject to the limitations set forth herein.

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

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

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

- (vii) **Opt Out:** Once you have opted in to the Service, you may opt out at any time online or by calling Customer Service during normal Customer Service hours. Should you choose to opt out of the Service, you remain responsible for any negative balance(s) on your Account and agree that any deposits made to your Account will be used to offset the value of the negative balance(s), if any.

c. Purchase Cushion

The Purchase Cushion is a special feature available exclusively to Accountholders who have received qualifying Direct Deposits of paychecks and/or government benefits payments totaling at least \$500.00 within one (1) calendar month. **IMPORTANT: The Purchase Cushion and the Debit Card Overdraft Service are SEPARATE features. You may NOT**

receive the benefits of the Purchase Cushion and the Debit Card Overdraft Service at the same time.

(i) WHAT YOU NEED TO KNOW ABOUT PURCHASE CUSHION

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

(ii) Fees: You will not be assessed any fees for Purchase Cushion coverage. If you meet our eligibility requirements, we may authorize negative balances resulting from PIN-based and signature-based transactions initiated using your Card. No other Account transactions are eligible for Purchase Cushion coverage. You may receive only one (1) \$10.00 negative balance allowance at a time. Negative balances are approved at our discretion on a per transaction basis.

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

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

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

You acknowledge that a negative balance in your Account 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 permit a negative balance for you at any time, even though we may have previously permitted negative balances up to the \$10.00 limit for you. We have no obligation to notify you before we approve or decline a transaction that would result in a negative balance in your Account. Items will generally be processed in the manner described in the section above titled "Availability of Funds."

d. Virtual Card

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

A Virtual Card consists of a 16-digit card number, a 3-digit security code, and an expiration date. Each Virtual Card expires one (1) year from the last day of the calendar month during which the Virtual Card was created (e.g., a Virtual Card created on February 24, 2020 will expire on February 28, 2021). All use of your Virtual Card will be subject to the terms and conditions of this Agreement.

e. The OAC and Mobile App

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

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

- 1) Direct funds transfers from your linked Account on either a one-time or recurring basis;
- 2) View current balance information for your Account and any linked Savings Account;
- 3) Review available transactions on your Account;
- 4) Perform self-service Account maintenance such as requesting copies of monthly statements, changing address and phone, and changing your Password; and
- 5) Send and receive secure online mail messages regarding your Account.

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

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

(ii) Other Terms and Conditions:

Internet Access. You certify that you have access to the Internet and a current e-mail address. You have sole responsibility for providing us with a correct and operational e-mail address. We will not be liable for any undelivered e-mail communications or any costs you incur for maintaining Internet access and an e-mail account. You must promptly notify us of any change in your e-mail address.

Illegal, Fraudulent Or Improper Activity. You will not use the OAC, Mobile App, or any Financial Service for any illegal, fraudulent or improper activity. If we suspect that you may be engaging in or have engaged in fraudulent, illegal or improper activity, including a violation of any terms and conditions relating to the OAC, Mobile App, or any Financial Service, your access to the OAC, Mobile App, or any Financial Services may be suspended or terminated. You understand that access to and transactions in your Account may be suspended or terminated if an Access Device has been reported lost or stolen or when we reasonably believe that there is unusual activity on any of your Accounts. You agree to cooperate fully with us to investigate any suspected illegal, fraudulent or improper activity.

Login and Device Protection. You will not disclose your login credentials (user name or password) to any person. You understand and agree that the we may rely on the use of your login credentials to access your Account through the OAC and Mobile App and are therefore authorized to act upon instructions and information received from any person that enters your login credentials.

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

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

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

9. LOST OR STOLEN CARDS; UNAUTHORIZED TRANSACTIONS

a. Contact Customer Service Immediately

If you believe your Card, Account Number, or PIN has been lost or stolen or used without your permission, please call Customer Service, write to Customer Service, or email us at

customerservice@netspend.com. You should also call Customer Service, write to Customer Service, or email us at customerservice@netspend.com, if you believe a transfer has been made using the information from your Card, Account, or PIN without your permission.

b. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Card, Account, or PIN has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission. Calling Customer Service is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within 2 Business Days after you learn of the loss or theft of your Card, Account, PIN or other Access Device, you can lose no more than \$50.00 if someone used your Card, Account, PIN, or other Access Device without your permission. If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Card, Account, PIN, or other Access Device, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00. If your Card, PIN or other Access Device has been lost or stolen, we will deactivate your Card or other Access Device, as applicable, and issue you a new one to keep losses down.

Also, if your statement shows transfers that you did not make, including those made by your Card or other means, tell us at once. If you do not tell us within 60 days after the FIRST Account statement on which the unauthorized transfer appeared was sent (or delivered through the OAC), you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

c. In case of errors or questions about your Electronic Transfers

Call Customer Service, write to Customer Service, or email us at customerservice@netspend.com, as soon as you can if you think your Account statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent (or delivered through the OAC) you the first statement on which the problem or error appears. You will need to tell us:

- 1) Your name and Card number;
- 2) A description of the error or the transaction you are unsure about;
- 3) An explanation of why you believe it is an error or why you need more information; and
- 4) The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If you have any further questions regarding our error resolution procedures, please contact Customer Service.

d. Your Liability for Unauthorized Mastercard or Visa Transactions

If you were issued a Card bearing the Mastercard® acceptance mark, under Mastercard's Zero Liability Policy, your liability for unauthorized transactions on your Card Account is \$0.00 if you notify us promptly upon becoming aware of the loss or theft, and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. These provisions limiting your liability do not apply to debit transactions not processed by Mastercard or to unregistered cards.

If you were issued a Card bearing the Visa® acceptance mark, please be advised that Visa's Zero Liability policy covers U.S.-issued cards only and does not apply to ATM transactions, PIN transactions not processed by Visa, or certain commercial card transactions. Cardholder must notify issuer promptly of unauthorized use. Consult issuer for additional details or visit www.visa.com/security.

10. CONFIDENTIALITY

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

- 1) Where it is necessary for completing transactions;
- 2) In order to verify the existence and condition of your Account for a third party, such as merchant;
- 3) In order to comply with government agency or court orders, or other legal reporting requirements;
- 4) If you give us your written permission;

- 5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- 6) As otherwise necessary to fulfill our obligations under this Agreement.

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

11. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not complete a transaction to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and damages proximately caused by us. 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 in your Account 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 Account has been blocked after you reported your Card or PIN 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) In the case of pre-authorized credits, the data from the third party is not received, is incomplete or erroneous; or
- 10) Any other exception stated in our Agreement with you.

12. CHANGE OF ADDRESS

You are responsible for notifying us immediately upon any change to your address. If your address changes to a non-U.S. address, we may cancel your Account and return funds to you in accordance with this Agreement. You are responsible for notifying us of any change in your physical address, mailing address, email address, phone number, or your name, no later than two (2) weeks after said change. 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.

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

13. LEGAL PROCESS

Regardless of where or how we are served, we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your Account which we believe to be valid. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Account or records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will also have and may enforce a right of setoff and security interest against any of your Accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed even if such action results in insufficient funds to satisfy an obligation you may have incurred. Upon receipt of any legal process, you will be liable to us for our processing fee, and reimbursement for our record research, reproduction and handling costs. We may deduct such fee, as well as any expenses, including, without limitation, attorneys' fees in connection with any such document or legal process, from your Account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid. When we receive an order instructing us to restrict access to funds in an Account, we may remove the funds from the account and maintain them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine account fees and rates.

14. OTHER TERMS

Your Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Account is subject to all applicable rules of any association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our

right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is 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 South Dakota except to the extent governed by federal law. Should your Account have a remaining balance after a certain period of time, we may be required to remit the remaining funds to the appropriate state agency. This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter addressed herein, and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter.

15. AMENDMENT AND CANCELLATION

We may change this Agreement at any time. We may add new terms or delete or amend existing terms, add new services and discontinue existing services, or convert existing services into new services. We will give you reasonable notice in writing or by any method permitted by law of an adverse change to this Agreement. However, if the change is made for security purposes, we can implement such change without prior notice unless otherwise required by law. We may, but are not required to, notify you of changes that we make for security reasons or that we believe beneficial or otherwise not adverse to you. When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your Account. If you continue to use your Account or keep it open, you are deemed to have accepted and agreed to any changes, as of the effective date of any such change. You may close your Account at any time by calling 1-866-647-6929. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Should your Account be closed, we will issue you a credit for any unpaid balances, subject to fees as disclosed in this Agreement.

16. TELEPHONE MONITORING/RECORDING AND OUTBOUND CALLING

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.

You agree that we or our representatives may contact you at any telephone number you provide to us, including your cell phone number for any informational, non-telemarketing purpose related to your Account. You agree to receive these calls via an automatic telephone dialing system, messages, such as prerecorded or artificial voice messages, or text messages sent via an automated texting system. You understand your service provider may charge you for these calls/messages.

17. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OUR SERVICES OR ANY FINANCIAL SERVICE OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. ENGLISH LANGUAGE CONTROLS

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

19. 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. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE DISPUTE CLAUSE SET FORTH IN THE FOLLOWING SECTION, IF APPLICABLE, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

20. RESOLUTION OF DISPUTES BY BINDING ARBITRATION

We have put this "Dispute Clause" in question and answer form to make it easier to follow. However, this Dispute Clause is part of this Agreement and is legally binding.

Notice Address: MetaBank
Attn: Customer Service
5501 S Broadband Ln
Sioux Falls, SD 57108

Question	Short Answer	Further Detail
What is arbitration?	An alternative to court	In arbitration, a third-party arbitrator ("Arbitrator") solves Disputes in an informal hearing.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.

<p>Can you opt out of this Dispute Clause?</p>	<p>Yes, within 60 days</p>	<p>If you do not want this Dispute Clause to apply, you must send us a signed notice within 60 calendar days after you establish an Account. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Account number. State that you “opt out” of the dispute clause.</p>
<p>What is this Dispute Clause about?</p>	<p>The parties’ agreement to arbitrate Disputes</p>	<p>Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any “Dispute” as defined below.</p>
<p>Who does the Dispute Clause cover?</p>	<p>You, us and certain “Related Parties”</p>	<p>This Dispute Clause governs you and us. It also covers certain “Related Parties”: (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.</p>
<p>What Disputes does the Dispute Clause cover?</p>	<p>All Disputes (except certain Disputes about this Dispute Clause)</p>	<p>This Dispute Clause governs all “Disputes” that would usually be decided in court and are between us (or any Related Party) and you. In this Dispute Clause, the word “Disputes” has the broadest reasonable meaning. It includes all claims even indirectly related to your Account or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Dispute Clause or any part of this Dispute Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.</p>
<p>Who handles the arbitration?</p>	<p>Usually AAA or JAMS</p>	<p>Arbitrations are conducted under this Dispute Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Dispute Clause do not apply. The arbitration administrator will be either:</p> <ul style="list-style-type: none"> • The American Arbitration Association (“AAA”), 120 Broadway, 21st Floor, New York, NY 10271, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com. • Any other company picked by agreement of the parties. <p>If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Dispute Clause. The arbitrator will be selected under the administrator’s rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p>
<p>Can Disputes be litigated?</p>	<p>Sometimes</p>	<p>Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.</p>

Are you giving up any rights?	Yes	<p>For Disputes subject to this Dispute Clause, you give up your right to:</p> <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute you have with a dispute by other consumers. 5. Bring or be a class member in a class action or class arbitration. <p>We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.</p>
Can you or another consumer start a class arbitration?	No	<p>The Arbitrator is not allowed to handle any Dispute on a class or representative basis.</p> <p>All Disputes subject to this Dispute Clause must be decided in an individual arbitration or an individual small-claims action. This Dispute Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.</p>
What law applies?	The Federal Arbitration Act ("FAA")	<p>This Agreement and the Account involve interstate commerce. Thus, the FAA governs this Dispute Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.</p>
Will anything I do make this Dispute Clause ineffective?	No	<p>This Dispute Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.</p>

Process.

What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	<p>Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address, Attn: General Counsel. You or an attorney you have personally hired must sign the notice and must provide the Account number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.</p>
How does an arbitration start?	Mailing a notice	<p>If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Dispute Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.</p>

Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award.

Arbitration Fees and Awards.

Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Dispute Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Dispute Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

The Netspend All-Access Account is established by MetaBank®, Member FDIC. Netspend, a Global Payments Company, is a service provider to MetaBank. Certain products and services may be licensed under U.S. Patent Nos. 6,000,608 and 6,189,787.

5501 S. Broadband Lane
Sioux Falls, SD 57108
1-866-647-6929
www.netspendallaccess.com

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Netspend® All-Access Account by MetaBank® – Schedule of Account Fees and Terms

Account Opening and Usage	Minimum deposit needed to open Account	\$0.00
	Monthly Fee	\$5.00 Standard monthly service fee.
	Interest-Bearing	No
ATM Fees <i>(When you use an out-of-network ATM, you may be charged surcharge fees and you may be charged a Balance Inquiry Fee even if you do not complete a funds transfer.)</i>	ATM Cash Withdrawal Fee – Domestic	\$2.50 For each withdrawal conducted at an ATM in the U.S.; however, this fee is waived for the first withdrawal conducted at a MoneyPass® Network ATM each calendar month.
	ATM Cash Withdrawal Fee – International	\$4.95 For each withdrawal conducted at an ATM outside the U.S.
	Balance Inquiry Fee – ATM Domestic	\$1.00 For each balance inquiry conducted at an ATM in the U.S.
	Balance Inquiry Fee – ATM International	\$1.00 For each balance inquiry conducted at an ATM outside the U.S.
	Tips to avoid ATM Fees: <ol style="list-style-type: none"> 1. Visit any MoneyPass Network ATM in the U.S. ("in-network ATM"). Use in-network ATMs to avoid paying a fee assessed by the ATM owner ("surcharge fees"). ATM Cash Withdrawal Fee and Balance Inquiry Fee may apply. Visit your OAC for a list of in-network ATMs. 2. Select "DEBIT" and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores. 	
Optional Debit Card Overdraft Service <i>(This optional service has Accountholder activation and eligibility requirements. See the Deposit Account Agreement for information.)</i>	Overdraft Fee	\$20.00 Per transaction that overdraws your Account by more than \$10.00.
	Maximum Number of Overdraft Fees per Calendar Month	5
	Overdraft Fee Threshold	If your Available Balance is overdrawn by \$10.00 or less, you will not be charged an Overdraft Fee. <i>Please see your Deposit Account Agreement for additional information on avoiding Overdraft Fee(s).</i>

<p>Processing Policies</p>	<p>Funds Availability Policy. <i>(The order in which withdrawals and deposits are processed processed and when funds deposited to your Account are available)</i></p>	<p>Transactions are generally processed as follows:</p> <ul style="list-style-type: none"> • Direct Deposits and any other ACH credits are posted at the time we receive and process the applicable ACH file or at the time we receive pending deposits that are immediately available for your use. ACH debits are deducted from your Account in the order of lowest to highest dollar amount if multiple ACH debits are present in a single ACH file that we process. • Debit transactions received during the day are debited as they occur if there is a sufficient balance in your Account to pay them. • Finally, fees for services we provide that have not already been debited from your Account are processed. <p>Other Types of Deposits. Timing will be disclosed at the time other deposit options are offered to you.</p> <p>This represents our general policy. For specific details, please see the Availability of Funds section in the Deposit Account Agreement.</p>
	<p>Business Day</p>	<p>Any day of the week that is not a Saturday, Sunday or federal holiday. Non-Business Days are considered part of the following Business Day.</p>

Additional account support	Direct Deposit Fee	\$0.00	
	Balance Inquiry Fee – OAC, Mobile App, Email or Text Message	\$0.00 <i>Standard text message or data rates may apply.</i>	
	Balance Inquiry Fee – Telephone Automated Service	\$0.00	
	Balance Inquiry Fee – Telephone Customer Service Agent	\$0.00 Per inquiry conducted through a Customer Service Agent.	
	Over-the-Counter Cash Withdrawal Fee at a financial institution	\$0.00 Per withdrawal, plus the Foreign Transaction Fee (if any), at a bank location. A fee may also be assessed by a financial institution that is not a member financial institution (e.g., Visa or Mastercard).	
	Additional Statement Mailing Fee	\$5.95 Per statement requested.	
		\$0.00 To view or print your statement on the OAC.	
	Replacement Card Fee	\$3.95 Per replacement requested for lost, stolen, or damaged Cards.	
	Additional Card Fee	\$3.95 Per additional Card requested.	
	Custom Card Fee	\$4.95 Per custom Card requested.	
	Card Delivery Fee	7-10 Business Days	\$0.00
		3 Business Days	\$20.00 In addition to Replacement/Additional/Custom Card Fee.
		1-2 Business Days	\$25.00 In addition to Replacement/Additional/Custom Card Fee.
	Account Closure Fee	\$15.00 Per check requested to return funds at Account closure.	
	Decline Fee – ACH Debit or Preauthorized Payment Transactions	\$0.00 Per declined ACH debit or preauthorized payment transaction.	
Stop Payment Fee – ACH Debit or Preauthorized Payment Transactions	\$1.00 Per stop payment requested.		
Foreign Transaction Fee	3.0% Fee assessed on all purchase transactions and cash withdrawals conducted outside of the U.S.; and is based on U.S. dollar amount of the transaction. For cash withdrawal transactions, the surcharge is in addition to the International ATM Cash Withdrawal fee.		
Funds transfer	Account-to-Account Transfer Fee – Online	\$0.00 Per transfer conducted through the OAC.	
	Account-to-Account Transfer Fee – Customer Service Agent	\$4.95 Per transfer conducted through a Customer Service Agent.	
Dispute resolution	If you have questions or would like additional information Please visit the OAC or call us at 1-866-647-6929. We will be happy to assist you. In addition, the Deposit Account Agreement governs the terms and conditions of Account(s) with us. Please refer to the Agreement for complete Account details.		

Other Service Fees	Bill Payment Fee	Visit your OAC for a full range of bill payment options, including ACH Debit/Preauthorized Payment transactions. Depending on the bill payment service you select, a fee may be assessed to your Account and will be disclosed to you prior to use of the service. Certain fees are determined and assessed by third-party service providers.
	Funds Transfer Fee	Visit your OAC for a full range of transfer options between your Account and another account or third party. Depending on the transfer service you select, a fee may be assessed to your Account or to the transferor. The fee may be determined by a variety of factors set by the service provider, such as speed, amount, or destination. Some of the fees are assessed by third parties or the originating bank, and are not assessed by Bank.

