

## List of all fees associated with your Brink's Prepaid Mastercard®

Details of All Fees		
To Get Started		
Card Purchase Fee	\$0	No fee for initial card request. Custom cards, secondary cards and replacement cards are available for the fees described below.
Plan Fee Options		
Pay-As-You-Go Plan	\$0	
Monthly Plan	\$9.95	
Reduced Monthly Plan	\$5.00	
<p>The Pay-As-You-Go Plan listed above is automatically applied to your Card Account when you first obtain the Card. You may change your Plan any time by calling 1-877-849-3249 or by visiting <a href="http://www.BrinksPrepaidMastercard.com">www.BrinksPrepaidMastercard.com</a>.</p> <p>The Reduced Monthly Plan is an available Plan option for Card Accounts that receive at least \$500 in Direct Deposit(s) of payroll checks or government benefits in any one (1) calendar month. Subsequent deposits are not required to keep the Reduced Monthly Plan option available. Upon qualifying, an eligible Cardholder who is on the Pay-As-You-Go Plan may call 1-877-849-3249 or visit <a href="http://www.BrinksPrepaidMastercard.com">www.BrinksPrepaidMastercard.com</a> to change to the Reduced Monthly Plan; a Cardholder already enrolled in the Monthly Plan will automatically be changed to the Reduced Monthly Plan.</p>		
Per Purchase		
Signature Purchase Transaction Fee		
Pay-As-You-Go Plan	\$1.00	
Monthly Plan	\$0	
Reduced Monthly Plan	\$0	
Per transaction. During checkout, select "CREDIT" on the keypad to make a Signature Purchase.		
PIN Purchase Transaction Fee		
Pay-As-You-Go Plan	\$2.00	
Monthly Plan	\$0	
Reduced Monthly Plan	\$0	
Per transaction. During checkout, select "DEBIT" and enter your PIN to make a PIN Purchase.		
The fees listed below are associated with all Plan Fee options.		
Spend Money		
MoneyGram® Bill Payment Service	Fee Varies	Per bill payment. Fee is determined and assessed by MoneyGram. This is a third-party fee and is subject to change.
Automated Clearing House (ACH) Payments	\$0	Provide the biller with the Issuer's routing number and your assigned Account Number
Check your Balance		
Customer Service (Automated or Live Agent)	\$0	No fee for calling Customer Service (Automated or Live Agent) for inquiries, including balance inquiries. 1-877-849-3249
ATM Balance Inquiry Fee - Domestic	\$0.50	Per inquiry. You may also be charged a fee by the ATM operator.

Balance Inquiry via Online Account Center	\$0	Log in to the Online Account Center at <a href="http://www.BrinksPrepaidMastercard.com">www.BrinksPrepaidMastercard.com</a> .
Balance Inquiry via Anytime Alerts (Email or Text Message)	\$0	Standard text message or data rates may apply.
<b>Withdraw Cash</b>		
Over-the-Counter ("OTC") Withdrawal Fee at a Financial Institution	\$2.50	Per withdrawal. A fee may also be assessed by a financial institution that is not a Mastercard member financial institution.
OTC Withdrawal Fee at a Netspend Reload Network Location	Up to the Greater of 2.75% of the withdrawal amount or \$4.00	Per withdrawal. Fee may be either a flat fee or a percentage of the withdrawal amount. Fee is determined and assessed by operator of Netspend Reload Network location, and varies depending on location and amount of cash withdrawn. This is a third-party fee and is subject to change.
ATM Withdrawal Fee – Domestic	\$2.50	Per withdrawal. You may also be charged a fee by the ATM operator. You can avoid ATM fees if you select "DEBIT" and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores.
<b>Add Money to your Card Account</b>		
Direct Deposit (ACH Deposit)	\$0	No Fee.
Cash Reload at a Netspend Reload Network Location	Up to \$3.95	Per load. Fee is determined and assessed by operator of Netspend Reload Network location, and varies depending on location. This is a third-party fee and is subject to change.
Mobile Check Load Fee – Standard	\$0	This is a third-party fee and is subject to change. Standard text message or data rates may apply.
Mobile Check Load Fee – Expedited (Government and Payroll Checks with a Pre-printed Signature)	Greater of 2.0% of total check amount or \$5.00	Per check load. Percentage taken of total check amount. Fee deducted from check total prior to loading your Card Account. This is a third-party fee and is subject to change. Standard text message or data rates may apply.
Mobile Check Load Fee – Expedited (All Other Accepted Check Types)	Greater of 5.0% of total check amount or \$5.00	Per check load. Percentage taken of total check amount. Fee deducted from check total prior to loading your Card Account. This is a third-party fee and is subject to change. Standard text message or data rates may apply.
<b>Move Money to and from your Card Account</b>		
Western Union Money Transfer®	Fee Varies	Per transfer. Fee to send money is determined and assessed by Western Union. No fee to receive money on your Card via Western Union Money Transfer. This is a third-party fee and is subject to change.
Account-to-Account Transfer Fee via Website	\$0	<a href="http://www.BrinksPrepaidMastercard.com">www.BrinksPrepaidMastercard.com</a>
Account-to-Account Transfer Fee via CS Agent	\$4.95	Per transfer via Customer Service Agent. Fee is assessed to transferor's account when the transfer is processed.
Me-to-Me Transfer – Inbound	\$0	Transfer of funds via ACH from your bank account at another financial institution to your Card Account.

Me-to-Me Transfer – Outbound	\$3.00	Per transfer. Transfer of funds via ACH from your Card Account to your bank account at another financial institution.
<b>Using Your Card Outside the U.S.</b>		
Foreign Transaction Surcharge	3.5%	Per foreign transaction. Calculated based on the U.S. Dollar amount of the purchase transaction or cash withdrawal. Charged in addition to any applicable Purchase Transaction Fee or OTC Withdrawal Fee.
ATM Withdrawal Fee – International	\$4.95	Per withdrawal, plus the Foreign Transaction Surcharge. You may also be charged a fee by the ATM operator.
ATM Balance Inquiry Fee - International	\$0.50	Per inquiry. You may also be charged a fee by the ATM operator.
ATM Transaction Decline Fee -International	\$1.00	Per declined transaction. You may also be charged a fee by the ATM operator.
<b>Transaction Declines</b>		
ATM Transaction Decline Fee -Domestic	\$1.00	Per declined transaction. You may also be charged a fee by the ATM operator.
ACH/Preauthorized Payment Transaction Decline Fee	\$1.00	Per declined ACH transaction.
<b>Add or Replace a Card</b>		
Additional Card Fee	\$9.95	For each Additional Card requested that is not a Replacement Card.
Replacement Card Fee	\$9.95	Per lost, stolen, or damaged Card replaced.
Custom Card Fee	\$4.95	Per Custom Card.
Card Delivery Fee – 7-10 Business Days	\$0	No Fee.
Card Delivery Fee – 3 Business Days	\$20.00	Charged in addition to Additional Card Fee or Replacement Card Fee. Fee will be assessed when this service is requested for order of Additional or Replacement Card.
Card Delivery Fee – 1-2 Business Days	\$25.00	Charged in addition to Additional Card Fee or Replacement Card Fee. Fee will be assessed when this service is requested for order of Additional or Replacement Card.
<b>Other</b>		
Additional Statement Mailing Fee	\$5.95	The fee for first written transaction history requested in any calendar month is \$0. If you request more than one written transaction history in a given month, each additional request is \$5.95.  Statements are always available for no fee online at <a href="http://www.BrinksPrepaidMastercard.com">www.BrinksPrepaidMastercard.com</a> .
Stop Payment Fee	\$10.00	Per stop payment request on an ACH Debit/Preauthorized Payment Transaction.
Check Request Fee	\$5.95	For processing and mailing of a return of funds check at Card Account closure. <b>Refund checks are not issued for balances of less than \$1.00.</b> If your Card Account balance will be reduced to less than \$1.00 after the Check Request Fee is debited, the Check Request Fee will be waived. See “Withdraw Cash” above for alternative options to remove the funds from your Card Account.

Inactivity Fee	\$5.95	Per month. Fee applies if there are funds in the Card Account and the Card Account has had no activity, i.e., no purchases; no cash withdrawals; no load transactions; and no Balance Inquiry Fee for ninety (90) days. If enrolled in the Monthly Plan and your Card Account has had no activity as described above, this fee applies instead of the Monthly Plan Fee.
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Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Axos Bank™, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Axos Bank fails, if specific deposit insurance requirements are met and your card is registered. See [www.fdic.gov/deposit/deposits/prepaid.html](http://www.fdic.gov/deposit/deposits/prepaid.html) for details.

**No Overdraft/Credit Feature**

Contact Brink’s Prepaid Mastercard by calling 1-877-849-3249, by mail at Brink’s Prepaid Mastercard, c/o Netspend, P.O. Box 2136, Austin, TX 78768-2136, or visit [www.BrinksPrepaidMastercard.com](http://www.BrinksPrepaidMastercard.com) to learn more about the terms and conditions of your prepaid account.

For general information about prepaid accounts, visit [www.cfpb.gov/prepaid](http://www.cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [www.cfpb.gov/complaint](http://www.cfpb.gov/complaint).

**CARDHOLDER AGREEMENT; IMPORTANT — PLEASE READ CAREFULLY**

**THE FEES ASSOCIATED WITH THE USE OF THIS CARD ACCOUNT ARE LISTED AT THE BEGINNING OF THIS DOCUMENT UNDER THE HEADING “LIST OF ALL FEES ASSOCIATED WITH YOUR BRINK’S PREPAID MASTERCARD” (HEREINAFTER REFERRED TO IN THIS CARDHOLDER AGREEMENT AS THE “FEE SCHEDULE”). THIS CARD MUST BE SUCCESSFULLY ACTIVATED AND REGISTERED IN ORDER TO BE USED. FOR DETAILS, SEE THE “OPENING A CARD ACCOUNT (IDENTIFICATION VERIFICATION); REGISTRATION/ACTIVATION” TERMS BELOW.**

**FOR QUESTIONS OR ASSISTANCE, PLEASE CALL THE CUSTOMER SERVICE TELEPHONE NUMBER (1-877-849-3249) PRINTED ON THE BACK OF YOUR BRINK’S PREPAID MASTERCARD.**

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## INTRODUCTION (INCLUDING DEFINITIONS)

This document constitutes the agreement ("**Agreement**") outlining the terms and conditions under which the Brink's Prepaid Mastercard and the Brink's Prepaid Mastercard Virtual Account have been issued by Axos Bank, San Diego, California ("Axos Bank" or "Issuer"). The Issuer is an FDIC-insured member institution. "**Card Account**" means the records we maintain to account for the transactions made with your Card or Virtual Account. "**Account Number**" means the 10- or 16-digit number used to identify your Card Account. "**Card**" means the Brink's Prepaid Mastercard issued to you by Axos Bank. "**Card Number**" is the 16-digit number embossed on your Card. "**Virtual Account**" means a temporary access device issued to you by Axos Bank that you may elect to obtain to access your Card Account for telephone or online transactions, without needing to present your Card. "**We**," "**us**," and "**our**" mean the Issuer, our successors, affiliates, or assignees. "**Netspend**" refers to Netspend Corporation, the servicer for the Brink's Prepaid Mastercard program and Brink's Prepaid Mastercard Virtual Account program, and its successors, affiliates, or assignees. Any request for a Card or Virtual Account will be processed by Netspend, acting on behalf of the Issuer, at its offices located in Austin, Texas. Netspend is a registered agent of the Issuer. "**You**," "**your**," "**Cardholder**," and "**Primary Cardholder**," refers to the person who submits an initial request for the Card and is authorized to use the Card as provided for in this Agreement. "**Secondary Cardholder**" refers to the person or persons who have received the Card at the request of the Primary Cardholder and are authorized to use the Card as provided for in this Agreement. In order to become a Cardholder, you must be an individual who can lawfully enter into and form contracts under applicable law in the state in which you reside. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

You acknowledge and agree that the value available in your Card Account is limited to the funds that you have loaded into your Card Account or have been loaded into your Card Account on your behalf. By activating or loading your Card, Card Account, or Virtual Account, you agree to be bound by the terms and conditions contained in this Agreement, including the Inactivity Fee and other fees listed in the Fee Schedule. You and any Secondary Cardholder(s) agree to sign the back of each respective Card(s) immediately upon receipt.

The expiration date of your Card is identified on the front of the Card. The expiration date of any Virtual Account you have requested is described below in the section labeled "*Virtual Account*." The Card is a prepaid card. The Card is not a gift card, nor is it intended to be

used for gifting purposes. The Card is not a credit card. The Card is not for resale. You are the direct beneficiary of the funds loaded to your Card Account. The funds in your Card Account will be insured by the FDIC up to the maximum amount permitted by law upon receipt of funds by the Issuer, provided your Card is registered with us (for more information, see the section labeled "*Opening a Card Account (Identification Verification); Registration/Activation*"). You will not receive any interest on your funds in your Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card and Virtual Account are nontransferable and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card and Virtual Account are not designed for business use, and we may close your Card Account if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law.

Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account, except as described in the section labeled "*Virtual Account*" or as may otherwise be indicated in any other account agreements you have entered into with us.

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

### **OPENING A CARD ACCOUNT (IDENTIFICATION VERIFICATION); REGISTRATION/ACTIVATION**

You will need to provide personal information in order for us to verify your identity and the identity of any Secondary Cardholder ("Register"). Both the Primary Cardholder and Secondary Cardholder must Register and activate the Card before it can be used. To be eligible to activate your Card Account as a Primary Cardholder, you represent and warrant that: (a) you are at least 18 years of age; (b) the personal information that you provide to us is true, correct, and complete; and (c) you have read this Agreement and agree to be bound by, and comply with, its terms.

**Important information for opening a Card Account:** To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires us to obtain, verify, and record information that identifies each person who opens a Card Account. **WHAT THIS MEANS FOR YOU:** When you open a Card Account, we will ask for your **name, address, date of birth, and your government ID number.** We may also ask to see your driver's license or other identifying information. Card activation and identity verification are required before you can use the Card Account. If your identity is partially verified, full use of the Card Account will be restricted, but you may be able to use the Card for in-store purchase transactions. Restrictions include no ATM withdrawals, international transactions, account-to-account transfers, and additional loads. Use of the Card Account is also subject to fraud prevention restrictions at any time, with or without notice. **Residents of the State of Vermont are ineligible to open a Card Account.**

You may Register and activate your Card by calling **1-877-849-3249** or by visiting [www.BrinksPrepaidMastercard.com](http://www.BrinksPrepaidMastercard.com). You must set a Personal Identification Number ("PIN") to activate your Card (see the section labeled "Personal Identification Number"). If you do not Register and activate your Card and your Card Account remains inactive for ninety (90) days after it is first loaded, we will begin to assess the Inactivity Fee listed in the Fee Schedule.

After your Card Account is opened, we may again ask to see a copy of your driver's license or other identifying documents at any time if we deem it necessary to verify your identity, address, or transactions

on your Card Account. These measures are specifically designed to help us protect your identity and identify possible fraud on your Card Account. If we ask for specific identifying documents, we will have the right to immediately close or suspend your Card Account if those specific documents are not provided.

### **DEDUCTION OF FEES**

**All of the fees associated with your Card Account are listed in the Fee Schedule. All fee amounts will be withdrawn from your Card Account, except where prohibited by law. NOTE: Fees assessed to your Card Account balance may bring your Card Account balance negative if your Card Account balance is less than the fee amount being assessed, or may increase the negative balance on your Card Account if your balance is already negative. If that occurs, any subsequent deposits or loads into your Card Account will first be applied to the negative balance.**

**Refund Policy:** The Card Purchase Fee is not refundable. Please call Customer Service at **1-877-849-3249** with questions about our refund policy.

### **BUSINESS DAYS**

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

### **ADDRESS OR NAME CHANGES**

You are responsible for notifying us of any change in your name, physical address, mailing address, email address, phone number, or Anytime Alerts™ address, no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us via email at [Contact@BrinksMoney.com](mailto:Contact@BrinksMoney.com) or by telephone at **1-877-849-3249**. Requests for address or name changes may be subject to additional verification requirements.

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 email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email account available to any other individual, you agree that you are responsible for any release of any Card Account information to such individual.

### **AUTHORIZED USERS/SECONDARY CARDHOLDERS**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card Account. If you permit another person to have access to your Card, Virtual Account, Card Number, or PIN, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons.

You may request to add a Secondary Cardholder to your Card Account. The maximum number of Secondary Cardholders permitted is two (2). There is an Additional Card Fee for an additional Card for a Secondary Cardholder. *See the Fee Schedule for more information about the fee.* You remain liable for any and all usage of the Card Account by any Secondary Cardholders you authorize.

In the event you revoke permission from someone that you have given access to use your Card, Virtual Account, Card Number, PIN, or Account Number, or if you revoke a Secondary Cardholder's use of their Card, you must notify us immediately so that we may take appropriate action for the protection of your funds; up to and including canceling your Card or closing your Card Account. You are wholly responsible for the use of the Card Account according to the terms and conditions of this Agreement.

## PERSONAL IDENTIFICATION NUMBER

You must set a PIN when you Register and activate your Card. A PIN can be used to obtain cash (see the section labeled “Cash Access”) or to make purchases at any Point-of-Sale (“POS”) device that bears the Mastercard, Cirrus®, or PULSE® Acceptance Mark. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others, and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, including a Secondary Cardholder, you should advise us immediately by following the procedures described in the section labeled “Your Liability for Unauthorized Transfers and Deadlines to Report Errors.”

To Register your Card, see the section labeled “Opening a Card Account (Identification Verification); Registration/Activation.”

## CASH ACCESS

With your PIN, you may use your Card to obtain cash from any ATM or any POS device, as permissible by a Merchant, bearing the Mastercard, Cirrus, or PULSE Acceptance Mark. ATM transactions are treated as cash withdrawal transactions. Any cash withdrawn from an ATM terminal, POS device or through a participating bank or Netspend Reload Network location (an “**Over-the-Counter Cash Withdrawal**”) will be subject to the limitations set forth in the section below labeled “Using Your Card and Virtual Account/Limitations.”

ATM withdrawals may also be subject to varying daily limits at the ATM owner’s discretion. A fee may be associated with the use of your Card to obtain cash. *See the Fee Schedule for more information about the fee.*

## LOADING YOUR CARD ACCOUNT

You may add funds to your Card Account, called “**value loading**,” at any time. The minimum required amount of your initial value load will be determined by the location where you purchase your Card, not to exceed \$20.00. The minimum dollar value of any subsequent value loads will be subject to the terms established by the individual reload location (see (a) in the following paragraph). The maximum cumulative amount of value loads is described in the “Limitations on dollar amounts of transfers” paragraph of the section labeled, “Using Your Card and Virtual Account/Limitations.” **When we calculate the maximum amounts for value loads, we take into consideration all similar loads made with any other Card Account(s) you may have with us or with Netspend, whether you are a Primary Cardholder or a Secondary Cardholder, and regardless of the issuing bank.**

You may value load your Card Account: (a) using in-store cash value load transactions conducted through any member of the Netspend Reload Network (see below in this section for more information about the network); (b) by arranging to have all or a portion of your paycheck, government benefits payment, tax refund check, or other electronic funds transfer direct deposited to your Card Account using the Automated Clearing House (“ACH”) system (“ACH Deposit”). In order to receive ACH Deposit value loads, you must provide each of your payment providers with the Issuer’s routing number and your assigned Account Number (see below for details about routing information); (c) by arranging for the transfer of funds originating from: (i) a financial institution located in the United States; (ii) another Cardholder; and/or (iii) another Card Account; and (d) via a mobile check load network made available through an eligible third-party service provider. There may be fees associated with these methods of value loading. *See the Fee Schedule for more information about the fees.*

Our policy is to make funds loaded to your Card Account available to you within one (1) hour from the time we receive the funds.



Funds loaded by ACH or other applicable electronic funds transfer methods will be available on or before the transaction or settlement date. Availability or use of funds loaded to the Card Account may be delayed or denied in the event of technology malfunctions, or pursuant to our compliance with or discharge of legal or regulatory responsibilities, or as otherwise provided in this Agreement. We may reject or suspend any ACH Deposit that is submitted with a name that does not match the name that we have on file for you.

**IMPORTANT:** If you wish to receive ACH Deposits to your Card Account from, for instance, the employer of another member of your household, or U.S. Department of Treasury payments (including joint tax refunds), you must add that household member to your Card Account as a Secondary Cardholder (see the section labeled "Authorized Users/Secondary Cardholders"), and they must have an active Card in their name. There is an Additional Card Fee for an additional Card for a Secondary Cardholder. *See the Fee Schedule for more information about the fee.*

We will not accept any checks, money orders, or cash mailed to us for deposit, or any inbound wire transfers to your Card Account. We are not liable for any checks, money orders, or cash mailed to us. All checks, money orders, or cash sent to the Issuer for Card Account loading will be returned unless your Card Account has a negative balance at the time such check or money order is received, in which case the Issuer may in its discretion choose to apply the check or money order proceeds to the negative balance owed.

A Netspend Reload Network Location Finder service is available by visiting [www.loadnetspend.com](http://www.loadnetspend.com); by enrolling in and using our Anytime Alerts short message service (*typically referred to as an "SMS" message; standard text message and data rates may apply*); or by calling **1-877-849-3249**. There may be a fee associated with calling Customer Service. *See the Fee Schedule for more information about the fee.*

## **USING YOUR CARD AND VIRTUAL ACCOUNT/LIMITATIONS**

**Card Account Access:** Subject to the limitations set forth in this Agreement, you may use your Card to (1) withdraw cash from your Card Account (see section labeled "Cash Access"); (2) load funds to your Card Account (see the section labeled "Loading Your Card Account"); (3) transfer funds between your Card Accounts whenever you request; (4) transfer funds from your Card Account to another Netspend Cardholder Account (both (3) and (4) may be referred to as an "**Account-to-Account Transfer**"); (5) purchase or lease goods or services wherever Debit Mastercard is accepted; and (6) pay bills directly from your Card Account in the amounts and on the days you request. Some of these services may not be available at all terminals. You may also use your Virtual Account to purchase or lease goods or services or make payments by telephone or online, without presenting your Card (see the section labeled "Virtual Account"). There may be fees associated with some of these transactions. *See the Fee Schedule for more information about the fees.*

**Limitations on frequency of transfers:** For security reasons, we may suspend your ability to make transactions or limit the amount or number of transactions you can make with your Card or Virtual Account.

**Limitations on dollar amounts of transfers:** (1) When using a Registered Card, you may make no more than a total of \$940.00 in ATM withdrawals per day, and an individual ATM withdrawal may not exceed \$325.00, subject to any lower limit imposed by the ATM owner/operator; (2) Any individual Over-the-Counter Cash Withdrawal, PIN-based, or signature-based purchase made with your Card or Virtual Account may not exceed \$5,000.00; (3) Any transfers made through the use of third-party service providers

(including, but not limited to, bill payment and mobile check load service providers) will be subject to the frequency and dollar value limits established by the provider (to see the service provider's terms of service agreement, please visit your Online Account Center); (4) The maximum cumulative amount of value loads made at POS location(s) may not exceed \$7,500.00 in a day and may not exceed \$15,000.00 in a thirty (30) day period; and (5) The maximum value of your Card Account is restricted to \$15,000.00 at any point in time. **However, we will review any ACH Deposits made to your Card Account that may result in the value of your Card Account exceeding \$15,000.00. If we determine the ACH transaction is valid, we may permit the maximum value of your Card Account to exceed \$15,000.00.** We will determine the maximum cumulative amount of your value loads and of your Card Account by aggregating the activity and value of all Card Accounts you may have with us or with Netspend, whether you are a Primary Cardholder or a Secondary Cardholder, regardless of the issuing bank.

Each time you use your Card or Virtual Account, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You may not exceed the available amount in your Card 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 qualified for Purchase Cushion coverage. If you do not qualify for the Purchase Cushion (as defined in more detail below), and any transaction(s) exceeds the balance of the funds available in your Card Account, you shall 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 added sufficient funds to your Card Account to cover the negative balance within sixty (60) days of its creation, **we have the right to cancel your Card 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 Card Account(s) you may have with us.** In all instances described above, loads to your Card Account may be made via direct deposit or any of the other load methods described in this Agreement.

If you do not have enough funds available in your Card Account, you can instruct a merchant, internet service or other utility provider ("**Merchant**") to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called "split transactions." Some Merchants do not allow cardholders to conduct split transactions. If you wish to conduct a split transaction and it is permitted by the Merchant, you must tell the Merchant to charge only the exact amount of funds available in your Card Account to the Card. You must then arrange to pay the difference using another payment method. Some Merchants may require payment for the remaining balance in cash. If you fail to inform the Merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

If you use your Card at an automated fuel dispenser ("pay at the pump"), the purchase may be preauthorized for a transaction amount of up to \$100.00, or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the purchase may be preauthorized for a transaction amount representing the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorized amount will result in the placement of a "hold" on your available funds until the Merchant tells us the final payment amount of your purchase.

Once we know the final payment amount, the preauthorized amount on hold will be removed and replaced by the actual amount of your purchase. If the Merchant does not tell us the final payment amount, the preauthorized amount on hold will remain in place for up to thirty (30) days. During a hold period, you will not have access to the preauthorized amount.

If you use your Card Number without presenting your Card (such as for a mail order, telephone, or internet purchase), the legal effect will be the same as if you used the Card itself (see the section labeled *"Virtual Account"* for additional information about how to obtain and use a Virtual Account).

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

Your Card cannot be redeemed for cash. You may not use your Card or Virtual Account for illegal online gambling or any other illegal transaction.

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

If your Card Account has not had any activity for ninety (90) days, we will begin to assess the Inactivity Fee listed in the Fee Schedule.

#### **VIRTUAL ACCOUNT**

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 Accounts. Each Virtual Account consists of a 16-digit account number, a 3-digit security code, and an expiration date.

Each Virtual Account expires one (1) year from the last day of the calendar month during which the Virtual Account was created. For example, if a Virtual Account is created on June 13, 2017, its expiration date is June 30, 2018.

When you use your Virtual Account without presenting your Card, the legal effect will be the same as if you used the Card itself. You must first Register your Card with us before you can request a Virtual Account (see the section labeled *"Opening a Card Account (Identification Verification); Registration/Activation"*).

#### **PURCHASE CUSHION**

The Purchase Cushion is a special feature available exclusively to Cardholders who have received qualifying direct deposits of paychecks and/or government benefits payments totaling at least \$500.00 within one (1) calendar month. As described above in the section labeled *"Using Your Card and Virtual Account/Limitations,"* you generally do not have the right to make transactions or incur fees in amounts exceeding the available balance of your Card Account. We reserve the right to deny any transaction if available funds in your Card 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 purchase transactions that you request that create up to a \$10.00 negative balance in your Card Account. We refer to this feature as the Purchase Cushion. 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 or Virtual Account. Bill pay transactions

initiated through our third-party bill pay service providers and Account-to-Account Transfers are not eligible for Purchase Cushion coverage, nor are ATM transactions or ACH debit transactions initiated using the Issuer's routing number and your assigned Card Account number. 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. It is important to keep track of the value in your Card Account because it will be your responsibility to determine if you have incurred a negative balance.

If you make a transaction that creates a negative balance in your Card Account, you agree that within thirty (30) days of its creation you will add sufficient funds to your Card Account to cover the negative balance so that your Card Account has 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 Card Account will remain open to receive credits and loads, which will automatically be applied to your negative balance before they are available to you; however, you will not be able to make any transactions using your Card or Virtual Account until your Card Account has a positive balance, *i.e.*, sufficient funds to cover the negative balance. Further, **we will have the right to pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us.** In all instances described above, loads to your Card Account may be made via direct deposit or any of the other load methods described in this Agreement.

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

You acknowledge that a negative balance in your Card 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 pay a negative balance for you at any time, even though we may have previously paid 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 Card Account. Items will be approved or declined in the order they are received.

### **PREAUTHORIZED DEBITS AND CREDITS**

Your assigned Account Number and the Issuer's bank routing number can be used for arranging both direct deposits and recurring payments to Merchants. You may also arrange for recurring payments to Merchants using your Card Number or the bill pay services made available through our third-party service providers.

If you have arranged to have ACH Deposits made to your Card Account at least once every sixty (60) days from the same person or company, you can call us at **1-877-849-3249** to find out whether or not the deposit has been made.

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

To stop a recurring payment to a Merchant you have preauthorized to debit your Card Account, you may first contact the Merchant to request the recurring payment be canceled. If you have arranged for recurring payments to a Merchant using the bill pay services available through our third-party service providers, you should first contact the applicable third-party service provider to cancel the recurring payment.

If the Merchant or bill payment service provider with whom you have arranged recurring payments from your Card Account is unable or unwilling to stop your payment, you can call us at **1-877-849-3249** or write us at: Brink's Prepaid Mastercard c/o Netspend, P.O. Box

2136, Austin, TX 78768-2136 to request a stop on such payment. We must receive your request at least three (3) business days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. 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 may be a fee associated with each stop payment or replacement Card you request. *See the Fee Schedule for more information about the fee.*

**Notice of Varying Amounts:**

If the recurring payments you make might vary in amount, the person you are going to pay will tell you the payment date and the amount of the payment ten (10) days before each payment is scheduled to take place. *(You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)*

**Liability for Failure to Stop Payment of Preauthorized Transfer:**

If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**FRAUDULENT OR CRIMINAL CARD ACCOUNT OR VIRTUAL ACCOUNT ACTIVITY**

We reserve the right to block, suspend, or cancel your Card Account or Virtual Account if, as a result of our policies and processes we detect what we reasonably believe to be fraudulent, suspicious, or criminal activity or any activity that is inconsistent with this Agreement. We may temporarily suspend your Card Account or Virtual Account in the event we detect unusual or suspicious account activity. If we exercise this right, we will incur no liability to you because of any resulting unavailability of the funds in your Card Account and/or Virtual Account, or your inability to use your Card.

**RETURNS AND REFUNDS**

If you are entitled to a refund for any reason for goods or services obtained with your Card or Virtual Account, you agree to accept credits to your Card Account for such refunds and agree to the refund policy of that Merchant. If you have a problem with a purchase that you made with your Card or Virtual Account, or if you have a dispute with the Merchant, you must attempt to handle it directly with the Merchant. There may be a delay of up to five (5) days or more from the date the refund transaction occurs until the date the refund amount is credited to your Card Account.

**CARD REPLACEMENT**

If you need to replace your Card for any reason, please contact us at **1-877-849-3249** to request a replacement Card. 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. *See the Fee Schedule for more information about the fee.*

**TRANSACTIONS MADE IN FOREIGN CURRENCIES AND/OR WITH MERCHANTS LOCATED IN FOREIGN COUNTRIES**

- A. If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, the amount deducted from your funds will be converted by Mastercard International Incorporated ("**Mastercard**") into an amount in the currency of your Card Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is either: (i) a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date (this rate may vary from the rate Mastercard itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. This percentage amount is independent of any amount taken by the Issuer in accordance with this Agreement, and,

- B. If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, or conduct a transaction with a Merchant located outside the U.S., Puerto Rico, the U. S. Virgin Islands, Guam, or the Marianas Islands, the Issuer will deduct a 3.5% transaction fee ("**Foreign Transaction Surcharge**") based on the amount of the transaction, in the currency of your Card Account. The Issuer will retain this fee as compensation for its services.

## RECEIPTS

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

## CARD ACCOUNT BALANCE/PERIODIC STATEMENTS

You are responsible for keeping track of the available balance of your Card Account. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction.

You may obtain information about the amount of money you have remaining in your Card Account by calling **1-877-849-3249** or by enrolling in the Anytime Alerts SMS service (*standard text message and data rates may apply*). This information, along with a twelve (12) month history of Card Account transactions, is also available for no fee online at [www.BrinksPrepaidMastercard.com](http://www.BrinksPrepaidMastercard.com).

Statements in electronic format will also be made available for no fee at [www.BrinksPrepaidMastercard.com](http://www.BrinksPrepaidMastercard.com) for each month in which a transaction occurs. You will not automatically receive paper statements (i.e., written history).

If your Card Account is Registered with us, you have the right to obtain at least twenty-four (24) months of written history of Card Account transactions by calling **1-877-849-3249**, or by writing us at P.O. Box 2136, Austin, TX 78768-2136. You will not be charged for the written history unless you request it more than once per month. *See the Fee Schedule for information about the fees described in this section.*

## CONFIDENTIALITY

We may disclose information to third parties about your Card 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 Card or Virtual Account for a third party, such as a 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; or
- 5) To our employees, auditors, affiliates, service providers, or attorneys, as needed.

## OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

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

- 1) If through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction;
- 2) If a Merchant refuses to accept your Card or Virtual Account;
- 3) If an ATM where you are making a cash withdrawal does not have enough cash;
- 4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- 5) If access to your Card Account has been blocked after you reported your Card, Virtual Account 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) If we block, suspend or close your Card Account as a result of our reasonable suspicion of fraudulent, suspicious, or criminal activity or activity that is inconsistent with this Agreement;
- 10) If we have requested documents to verify your identity, address, or transaction on your Card Account, and you have not provided all such requested documents; or
- 11) Any other exception stated in our Agreement with you.

### **INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS**

In case of errors or questions about your Card Account, telephone us at **1-877-849-3249**, write to us at Brink's Prepaid Mastercard c/o Netspend, P.O. Box 2136, Austin, TX 78768-2136, or email us at [Contact@BrinksMoney.com](mailto:Contact@BrinksMoney.com) as soon as you can, if you think an error has occurred in your Card Account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at **1-877-849-3249** or writing to us at Brink's Prepaid Mastercard c/o Netspend, P.O. Box 2136, Austin, TX 78768-2136.

In your error report, you will need to tell us:

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Card Account within ten (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 ten (10) business days, we may not provisionally credit your Card Account.

For errors involving transactions to or from the Card Account within thirty (30) days after the first deposit to the Card Account was made ("New Accounts"), point-of-sale transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For New Accounts, we may take up to twenty (20) business days to provisionally credit your Card Account for the amount you think is in error.

Any amount provisionally credited to your Card Account may be assessed the \$50.00 liability limit described below under "*Your Liability for Unauthorized Transfers and Deadlines to Report Errors.*"

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at **1-877-849-3249** or visit [www.BrinksPrepaidMastercard.com](http://www.BrinksPrepaidMastercard.com).

### **Warning Regarding Unregistered Prepaid Accounts**

It is important to Register your Card Account as soon as possible. Unless you Register and we verify your Card Account, we may choose not to provisionally credit your Card Account in the amount you think is in error until we complete our investigation. To Register your Card Account, visit [www.BrinksPrepaidMastercard.com](http://www.BrinksPrepaidMastercard.com) or call us at 1-877-849-3249. We will ask you for identifying information

about yourself (including your full name, address, date of birth, and government-issued identification number) so that we can verify your identity (See the section labeled "Opening a Card Account (Identification Verification); Registration/Activation").

**For disputes concerning goods or services you purchased**, we are not required to provide provisional credit, or to finalize the claim during the periods stated above.

#### **LOST OR STOLEN CARDS/UNAUTHORIZED TRANSFERS**

Contact us AT ONCE if you believe your Card, Virtual Account, online login credentials, or PIN has been lost or stolen or that an electronic funds transfer has been made without your permission. Telephoning us at **1-877-849-3249** is the best way to minimize your possible losses. You may also write us at Brink's Prepaid Mastercard, c/o Netspend, P.O. Box 2136, Austin, TX 78768-2136. You could lose all the money in your Card Account.

#### **Your Liability for Unauthorized Transfers and Deadlines to Report Errors**

If you notify us within two (2) business days after you learn of the loss or theft of your Card, Virtual Account, or PIN, you can lose no more than \$50.00 if someone used your Card, Virtual Account, or PIN without your permission. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Card, Virtual Account, or PIN and we can prove that we could have stopped someone from using your Card, Virtual Account, or PIN without your permission if you had promptly notified us, you could lose as much as \$500.00. If your Card or PIN has been lost or stolen, we will cancel your Card and issue you a new Card.

We must allow you to report an error or an unauthorized transfer until **sixty (60) days** after the earlier of the date you electronically access your Card Account, if the unauthorized transaction could be viewed in your electronic history, or the date we sent the FIRST written history on which the unauthorized transfer appeared. If you do not notify us within this time period, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had notified 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.

Under Mastercard Rules, your liability for unauthorized Mastercard transactions on your Card Account is \$0.00 if you have registered your Card, used reasonable care in protecting your Card from loss or theft, and you have promptly reported when you knew that your Card was lost or stolen to us.

#### **MISCELLANEOUS**

Your Card Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card or Virtual Account is subject to all applicable rules and customs of any clearinghouse or other network or association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of Nevada except to the extent governed by federal law.

#### **SUSPENSION, AMENDMENT, AND CANCELLATION**

We may amend or change the terms and conditions of this Agreement at any time without prior notice to you except as required by applicable law. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. You may cancel



this Agreement by returning the Card (if applicable) to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

We reserve the right to limit your use of any Card, including limiting your use of any Card at ATMs, your Card Account and your Virtual Account. We also may cancel or suspend the use of one or more of your Cards, your Card Account and your Virtual Account with or without cause or notice, other than as required by applicable law.

In the event your Card Account is canceled, closed, or terminated for any reason, so long as you used your Card Account in accordance with the terms of this Agreement, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There is a fee for this service. *See the Fee Schedule for more information about the fee.* **The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.**

In the event you wish to update your mailing address at the time your Card Account is canceled, closed, or terminated for any reason or thereafter, we may request specific documents to verify your identity and address. Any unused balance on your Card Account may be withheld until such documents are provided or until the funds escheat to the state in accordance with applicable state law.

In the event any federal or state governmental agency, including the Internal Revenue Service or Social Security Administration, requests the return of funds deposited to your Card Account that originated from such governmental agency, such funds may be remitted to the issuing agency in lieu of returning such funds to you. In the event funds are remitted to an issuing governmental agency, any effort by you to recoup such funds must be directed to the governmental agency in question, and we will have no liability to you for such funds.

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

#### **ELECTRONIC COMMUNICATIONS**

**If you have not consented to receiving electronic communications from us but would like to do so, please visit us online at [www.BrinksPrepaidMastercard.com](http://www.BrinksPrepaidMastercard.com) for required disclosures and consent.**

#### **ENGLISH LANGUAGE CONTROLS**

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

#### **CUSTOMER SERVICE**

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

Brink's Prepaid Mastercard  
c/o Netspend  
P.O. Box 2136  
Austin, TX 78768-2136  
**1-877-849-3249**

Customer Service agents are available to answer your calls:  
Monday through Friday, 8 a.m. to 10 p.m. CT  
Saturday and Sunday, 8 a.m. to 8 p.m. CT.  
The Telephone Automated Service is available twenty-four (24) hours a day.

#### **TELEPHONE CALLS: CALLING, MONITORING AND RECORDING**

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

### **NO WARRANTY REGARDING GOODS AND SERVICES**

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

### **ARBITRATION**

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

**Definitions:** As used in this Arbitration Provision, the term "Claim" means any claim, dispute, or controversy between you and us arising from or relating to the Card Account or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability, or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute, or controversy that arises from or relates to (i) your Card Account; (ii) the amount of available funds in your Card Account; (iii) advertisements, promotions, or oral or written statements related to your Card Account, or goods or services purchased with your Card or Virtual Account; (iv) the benefits and services related to your Card Account; and (v) your enrollment for any Card or Virtual Account. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the small claims court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Issuer, its wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors, and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Card Accounts (including, but not limited to Merchants who accept the Card or Virtual Account, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional Cardholders.

### **Initiation of Arbitration Proceeding/Selection of Administrator:**

Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("**JAMS**") or the American Arbitration Association ("**AAA**"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitrator

administrator. For a copy of the procedures, to file a Claim, or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); or (ii) AAA at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043; website at [www.adr.org](http://www.adr.org).

**Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.**

**Restrictions on Arbitration:** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

**Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative, and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative, and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative, and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to the mailing address we have in our records and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification. If the arbitrator issues an award in our favor, you will not be required to reimburse us for any fees we had previously paid to the arbitration administrator or fees for which we are responsible, unless the arbitrator finds that you have acted in bad faith or that your Claim was frivolous. The arbitrator may award attorneys' fees and costs to the prevailing party in the arbitration. To the extent that fees and costs are not made a part of the award, each party will bear the expense of its experts, attorneys, witnesses, and other expenses (except as set forth above), regardless of which party prevails.

**Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply

applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

**Continuation:** This Arbitration Provision shall survive termination of your Card Account as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

**This Cardholder Agreement is effective April 1, 2019.**

This Card is issued by Axos Bank; Member FDIC.

**1-877-849-3249**

**[www.BrinksPrepaidMastercard.com](http://www.BrinksPrepaidMastercard.com)**

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