

List of all fees associated with your MileagePlus® GO Visa® Prepaid Card

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		
Monthly Plan	\$5.95	
Annual Plan	\$85.00	
<p>You may select your Purchase Plan during activation, otherwise, the Monthly Plan will be the default plan for your Card Account. The initial fee for either Purchase plan you select is debited from your available balance after your first load, regardless of funding amount.</p> <p>THE PURCHASE PLAN YOU SELECT DIRECTLY AFFECTS THE MILES YOU EARN FOR YOUR CARD ACCOUNT:</p> <p>Monthly Plan: Earns one (1) Mile for each \$2.00 of eligible Qualifying Activity.</p> <p>Annual Plan: Earns one (1) Mile for each \$1.00 of eligible Qualifying Activity.</p> <p>You may change your Purchase Plan any time by calling 1-866-578-4348 or by visiting www.mileageplusgo.com. Purchase Plan changes are effective at the start of the next Monthly Plan Cycle. For additional information regarding switching between Purchase Plans, see the section "Mileageplus Go Program Terms" below.</p>		
Per Purchase		
Signature Purchase Transaction Fee		
Monthly Plan	\$0	
Annual Plan	\$0	
Per transaction. During checkout, select "CREDIT" on the keypad to make a Signature Purchase.		
PIN Purchase Transaction Fee		
Monthly Plan	\$0	
Annual 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 Bank 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. 1-866-578-4348
ATM Balance Inquiry Fee – Domestic	\$0	Per inquiry. You may be charged a fee by the ATM operator.
Balance Inquiry via Online Account Center	\$0	Log in to the Online Account Center at www.mileageplusgo.com

Balance Inquiry via Anytime Alerts (Email or Text Message)	\$0	Standard text message or data rates may apply.
Withdraw Cash		
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 Visa 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 (on MoneyPass ATM Network)	\$0	No fee for ATM withdrawals on MoneyPass Network ATMs. ATM Balance Inquiry Fees still apply.
ATM Withdrawal Fee – Domestic (out of MoneyPass ATM Network)	\$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.
Add Money to your Card Account		
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.
Move Money to and from your Card Account		
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	www.mileageplusgo.com
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.
Using Your Card Outside the U.S.		
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	Per inquiry. You may 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.
Transaction Declines		
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.
Add or Replace a Card		
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.
Other		
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 www.mileageplusgo.com
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. Refund checks are not issued for balances of less than \$1.00. 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. See the section "Suspension, Amendment, and Cancellation" for additional details concerning closing your Card Account and return of funds.
Inactivity Fee	\$0	No Fee.

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Republic Bank & Trust Company, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Republic Bank & Trust Company fails, if specific deposit insurance requirements are met and your card is registered. See www.fdic.gov/deposit/deposits/prepaid.html for details.

No Overdraft/Credit Feature

Contact Netspend by calling 1-866-578-4348, by mail at P.O. Box 2136, Austin, TX 78768-2136, or visit www.mileageplusgo.com to learn more about the terms and conditions of your prepaid account.

For general information about prepaid accounts, visit 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.

CARDHOLDER AGREEMENT; IMPORTANT- PLEASE READ CAREFULLY

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION. AS SET FORTH BELOW, 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. 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 MILEAGEPLUS GO VISA PREPAID CARD." (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 (1-866-578-4348) PRINTED ON THE BACK OF YOUR MILEAGEPLUS GO VISA PREPAID CARD.

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INTRODUCTION

Terms and Conditions/Definitions for the MileagePlus GO Visa Prepaid Card

This document constitutes the agreement ("**Agreement**") outlining the terms and conditions under which the MileagePlus GO Visa Prepaid Card and the Netspend Visa Virtual Account have been issued by Republic Bank & Trust Company, Member FDIC ("the Bank"). The Bank is an FDIC insured member institution. "**Card Account**" means the records we maintain reflecting the transactions made with your Card or Virtual Account. "**Account Number**" means the 10-digit number used to identify your Card Account. "**Card**" means the MileagePlus GO Visa Prepaid Card issued to you by Republic Bank. "**Card Number**" is the 16-digit number embossed on your Card. "**Virtual Account**" means a temporary access device issued to you by Republic 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 Bank, our successors, affiliates or assignees. "**Netspend**" refers to Netspend Corporation, the servicer for the MileagePlus GO Visa Prepaid Card program and Netspend Visa Virtual Account program, and its successors, affiliates, or assignees. Any request for a Card or Virtual Account will be processed by Netspend, acting on our behalf as a registered agent, at its offices located in Austin, Texas. Netspend is a registered agent of the Bank. "**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. "**MileagePlus Program**" means the MileagePlus loyalty program, including without limitation the Premier® program, operated by United and subject to MileagePlus Rules. "**MileagePlus Rules**" means the rules and regulations, that govern participation in the MileagePlus Program, as modified by United from time to time. "**MileagePlus Account**" means a MileagePlus Program account that you established with United and to which this Card Account must be linked. "**Miles**" means the loyalty currency of the MileagePlus Program. "**Additional Award Miles**" means Miles earned in connection with promotional offers presented to you from time to time. "**United**" refers to United Airlines, Inc., MileagePlus Holdings, LLC and their respective subsidiaries, affiliates and agents. United, MileagePlus, the globe logo, and related trademarks and service marks are the property of United Airlines, Inc. Use of such marks without United's prior written consent is prohibited. For complete details about MileagePlus visit www.mileageplus.com. 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. 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 FDIC insured upon our receipt, up to the maximum amount allowed by law, 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 our property 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 (e.g., social security 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 **1-866-578-4348** or by visiting www.mileageplusgo.com. You must set a Personal Identification Number ("PIN") to activate your Card (see the section labeled "Personal Identification Number").

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.**

UNITED MILEAGEPLUS® PROGRAM MEMBERSHIP REQUIREMENT

THIS CARD ACCOUNT REQUIRES A UNITED MILEAGEPLUS ACCOUNT. You will be required to provide a MileagePlus Program account number prior to requesting a Card or establishing a Card Account. If you are an existing MileagePlus Program member, you will be prompted during the Card order process at www.mileageplusgo.com to confirm and verify your MileagePlus Account information. If you are not an existing MileagePlus Program member, you will be required to establish a MileagePlus Account during the Card order process.

You may only link one MileagePlus Account to your Card Account. Miles accrued in connection with Qualifying Activity associated with your Card Account, including Qualifying Activity engaged in by a Secondary Cardholder or authorized user, may only be reported to United for posting to the MileagePlus Account linked to your Card Account. If the MileagePlus Account linked to your Card Account is closed for any reason, you will not be able to link a new MileagePlus Account to your Card Account; resulting in the inability to earn Miles using your Card Account (see section labeled "Suspension, Amendment and Cancellation").

By obtaining a Card Account linked to your MileagePlus Account, you are consenting that certain information, including without limitation that you have an active Card, will be reported to United for the purpose of posting Miles to your MileagePlus Account and sending service-related communications in connection with your MileagePlus Account.

For the MileagePlus Program, Miles, awards, and benefits issued are subject to change and are subject to the MileagePlus Rules, which are expressly incorporated herein. United may change the MileagePlus Program including, but not limited to, rules, regulations, travel awards and special offers or terminate the MileagePlus Program at any time and without notice. United is not responsible for any products or services of other companies and partners participating in the MileagePlus Program. Taxes and fees related to award travel are the responsibility of the MileagePlus Program member. Bonus award miles, award miles and any other miles earned through non-flight activity do not count toward qualification for Premier status unless expressly stated otherwise by United. The accumulation of mileage or Premier status or any other status does not entitle members to any vested rights with respect to the MileagePlus Program. All calculations made in connection with the MileagePlus Program, including without limitation with respect to the accumulation of mileage and the satisfaction of the qualification requirements for Premier status, will be made by United in its discretion and such calculations will be considered final. Information in this communication that relates to the MileagePlus Program does not purport to be complete or comprehensive and may not include all of the information that a MileagePlus Program member may believe is important, and is qualified in its entirety by reference to all of the information on the www.united.com website and the MileagePlus Rules. For complete details about the MileagePlus Program and to access the MileagePlus Rules, go to www.mileageplus.com. Membership in the MileagePlus Program is not contingent on the activation or continued use of your Card Account.

United is not responsible for any Card, Card Account, Virtual Account or other product or service of the Bank, Netspend or Visa. Bank, Netspend, and Visa are not responsible for redeemed goods and/or services offered through the MileagePlus Program or by United. United makes available certain MileagePlus Program benefits through its partners and participating companies who are responsible for the quality and performance of any goods and/or services redeemed in connection with the MileagePlus Program. The MileagePlus Rules and various other terms and conditions, including without limitation terms and conditions established by partners and participating companies, apply to products and services made available through such partners and/or participating companies and any returns and exchanges of products and services obtained by redeeming Miles. You are responsible for how you use your MileagePlus Account.

You are responsible for any tax liability, including disclosure requirements, related to your Card Account and participation in the MileagePlus Program. For tax advice, please consult your tax advisor.

MILEAGEPLUS GO PROGRAM TERMS

Earning Miles: You will earn Miles, as described below in subsections (a)-(c), for eligible Qualifying Activity up to 2,500 Miles per calendar month.

“Qualifying Activity” means eligible signature purchase transactions made using any Card Number or Virtual Account associated with your Card Account, minus any returns or refunds. **To make a signature purchase transaction in-store: during checkout, select “CREDIT” on the keypad. Please note, in-store transactions do not always require a signature. Card not present transactions (i.e. online and/or phone purchases) that do not require a PIN also qualify as signature purchase transactions.**

- a) **Monthly Plan Earning:** You will earn one (1) Mile for each \$2.00 of eligible Qualifying Activity while on the Monthly Plan.
- b) **Annual Plan Earning:** You will earn one (1) Mile for each \$1.00 of eligible Qualifying Activity while on the Annual Plan.
- c) **Switching between Purchase Plans:** When you activate your Card, you will be prompted to select a Purchase Plan and you will earn Miles in accordance with the Purchase Plan that you select. The Monthly Plan will be the default Purchase Plan in the event you do not select an option. You may, after your initial Purchase Plan selection, change your Purchase Plan by calling **1-866-578-4348** or by logging into your Online Account Center at www.mileageplusgo.com. When changing Purchase Plans, the Plan change and Miles earning structure, as defined in subsections (a) and (b) above, is effective beginning at the start of the next *Monthly Plan Cycle*, regardless of whether you are switching to or from the Annual Plan or Monthly Plan.

The Monthly Plan Cycle is established on the date the Card Account is first funded and reoccurs on each monthly anniversary of the first funding date (e.g., if your Card Account is first funded on January 16th, your Monthly Plan Cycle starts on the 16th of each month). If you are on the Annual Plan and change to the Monthly Plan, your Annual Plan Fee will be prorated over a twelve (12) month period starting from the date the fee was assessed, and any unused paid portion of the Plan Fee will be refunded to your Card Account balance. Applicable refunds will be applied when the Monthly Plan becomes effective as described in this section. In the event of multiple Purchase Plan changes during a Monthly Plan Cycle, the Purchase Plan selection in place at the end of the current Monthly Plan Cycle will be the Purchase Plan effective at the start of the next Monthly Plan Cycle. There is no limit on how many times you can change Purchase Plans.

For information about the Monthly or Annual Plan Fees see the section labeled “Fee Schedule.”

Earning Restrictions: Qualifying Activity does not include ATM Cash Withdrawals, PIN Purchase Transactions, Over-the-Counter Cash Withdrawals, the portion of any in-store transaction that represents a cash withdrawal at the point of sale, quasi-cash transactions (i.e. purchase of items that convert to or substitute for cash, such as digital wallets, casino chips, travelers checks, lottery tickets, etc.), the use of your Card to purchase gift cards or for funding another card or account, using our online bill pay service to pay bills, fee assessments, pending transactions or transferring funds from this Card to another bank account or credit card account. Miles will be deducted for returns, reversals, cancellations, or disputes on Qualifying Activity made on your Card Account. Such returns, reversals, cancellation or disputes may reduce or eliminate your accrued Miles. It may also cause a negative accrued Miles balance. Please note, Miles accrued will first be applied to any negative accrued Miles balance.

Additional Earning: From time to time, you may be offered additional opportunities to earn Additional Award Miles. Any offer to earn Additional Award Miles will be defined by the terms of the promotion presented and will be subject to this Agreement and the MileagePlus Rules.

Miles Posting Process: Your Miles are accrued to the penny (e.g., on a qualifying purchase of \$25.74, you will accrue 25.74 Miles). However, only whole Miles are available for reporting to United for posting to your MileagePlus Account. You may view the Miles accrued in connection with your Card Account in your Online Account Center, via your Mobile App or by calling customer service at 1-866-578-4348.

Miles accrued during a calendar month are not available for redemption until they are reported to United and posted to your MileagePlus Account. Following the end of a calendar month, the total number of whole Miles accrued during such calendar month will be automatically reported to United for posting to your MileagePlus Account by the fifth business day following the end of the calendar month. Partial Miles will remain in your Card Account accrued Miles balance (e.g., if your total number of Miles accrued in a month is 574.36, then 574 Miles will be reported and the remaining 0.36 Miles will remain in your Card Account accrued Miles balance and carry over into the next month). If you have a question about your MileagePlus Account, you must contact MileagePlus directly at 1-800-864-8331. Miles may be redeemed by visiting www.mileageplus.com.

Accrued Miles Dispute: If you believe the Miles you have accrued in connection with your Card account, including with respect to any specific transaction, is incorrect, you must contact customer service at 1-866-578-4348 within twelve (12) months of the posting date of the transaction you believe is in error. We will review your claim and determine whether or not to adjust your Miles balance in our sole discretion.

For information on disputing Card Account transactions you believe to be in error, see the section labeled "Information About Your Right To Dispute Errors."

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 customerservice@netspend.com or by telephone at **1-866-578-4348**. 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.

If you make your email account available to any other individual, you agree that you are responsible for any release of any 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. There is an Additional Card Fee for an additional Card for a Secondary Cardholder. *See the Fee Schedule for more information about the fee.* The maximum number of Secondary Cardholders is two (2). You remain liable for any and all usage of the Card Account by any Secondary Cardholder(s) 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 Visa, Plus®, 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 Deadline 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 Visa, Plus, or PULSE Acceptance Mark. ATM transactions are treated as cash withdrawal transactions. Any cash withdrawn from an ATM terminal, POS device or through a participating bank or Netspend Reload Network location (an "**Over-the-Counter Cash Withdrawal**") will be subject to the limitations 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.*

Note: Miles are not earned on PIN Purchase Transactions or cash withdrawal transactions. See section labeled "MileagePlus GO Program Terms" for details.

LOADING YOUR CARD ACCOUNT

You may add funds to your Card Account, called "*value loading,*" at any time. Your initial value load must be at least \$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 Bank'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. 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 your 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 a Card to this Card Account in the name of that household member. There is an Additional Card Fee for an additional Card for the 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 Account. We are not liable

for any checks, money orders, or cash mailed to us. All checks, money orders, or cash sent to us 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 we may in our 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; 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 **1-866-578-4348**. 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 Visa debit cards are 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 and dollar amounts of transfers: For security reasons, we may further limit the amount or number of transactions described below you can make with your Card or Virtual Account. 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 at Netspend or with other issuing banks at Netspend, whether you are a Primary Cardholder or a Secondary Cardholder.

Transfer Type	Maximum Amount	Frequency and Number
ATM Withdrawals	\$325.00	Per transaction; subject to lower limits imposed by ATM owner-operator.
	\$940.00	Maximum withdrawal amount per day.
Over-the-Counter Cash Withdrawals	\$5,000.00	Per transaction.
PIN-based or Signature-based Purchase Transactions	\$5,000.00	Per transaction.
Value Loads – POS Locations	\$7,500.00	Per rolling twenty-four (24) hour period.
	\$15,000.00	Per rolling thirty (30) day period.
Maximum Card Account Value	\$15,000.00	We will review ACH Deposits that may result in the value of your Card Account exceeding the stated maximum value. If we determine the ACH Deposit is valid, we may permit the value of your Card Account to exceed the stated maximum value.
Account-to-Account Transfer	Varies	For security reasons, there are limits on the number and dollar amount of transfers you can make to other Netspend accounts.

Any transfers made through the use of third-party service providers (including, but not limited to reload networks and bill payment) 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.

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. If 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 ACH 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 (e.g. an internet service or utility provider), 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 determined by the merchant and can range in amounts 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 to the merchant (such as for a mail order, telephone, or internet purchase), the legal effect will be the same as if you physically presented the Card to the merchant (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 Bank'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).

Non-Visa Debit Transactions

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

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support that 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 labeled *"Your Liability for Unauthorized Transfers"* for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the POS, swipe your Card through the 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.

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 May 13, 2018, its expiration date is May 31, 2019.

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").

PREAUTHORIZED DEBITS AND CREDITS

Your assigned Account Number and the Bank's 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 **1-866-578-4348** 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 **1-866-578-4348** or write us at: Netspend, P.O. Box 2136, Austin, TX 78768-2136 to request a stop on such payment. We must receive your request at least three (3) business days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing. If your written request is not received within fourteen (14) days after you call, we may honor subsequent payments from the Card Account. 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 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.

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, Virtual Account, or the MileagePlus Program, including but not limited to violating the MileagePlus Rules; (i) structuring purchases or conducting transactions with your Card to manufacture spend or Qualifying Activity; or (ii) engaging in any fraudulent or inappropriate acts. Any Miles accrued in violation of this Agreement or the MileagePlus Rules may be revoked by us in our sole discretion. **If your Card Account is closed or suspended for any reason, we reserve the right to prohibit you from earning Miles through your Card Account and to cause you to forfeit any accrued Miles that we have not yet reported to United. Miles will not be reinstated if they are forfeited for any reason.** 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 **1-866-578-4348** 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 Visa 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 Visa from the range of rates available in wholesale currency markets for the applicable central processing date (this rate may vary from the rate Visa U.S.A. Inc. 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 us 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, we will deduct a 3.5% transaction fee ("**Foreign Transaction Surcharge**") based on the amount of the transaction, in the currency of your Card Account. We will retain this fee as compensation for our 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 determine your available balance for no fee by accessing your Card Account online at www.mileageplusgo.com; by enrolling in the Anytime Alerts SMS service (*standard text message and data rates may apply*); or by calling **1-866-578-4348**. This information, along with a twelve (12) month history of Card Account transactions, is also available for no fee online at www.mileageplusgo.com.

Statements in electronic format will also be made available for no fee at www.mileageplusgo.com for each month in which a transaction occurs. You will not automatically receive paper statements.

If you are Registered with us, you also have the right to obtain at least twenty-four (24) months of written history of account transactions by calling 1-866-578-4348, 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 more 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) As otherwise stated in our Privacy Notice.

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 **1-866-578-4348**, or write to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136, or email us at customerservice@netspend.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 **1-866-578-4348** or writing to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136.

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 account was made ("New Accounts"), POS 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.

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 **1-866-578-4348** or visit www.mileageplusgo.com.

Warning Regarding Unverified Prepaid Accounts

It is important to Register your Card Account as soon as possible. Until you Register your Card Account and we verify your identity, we are not required to research or resolve any errors regarding your Card Account. To Register your Card Account go to www.mileageplusgo.com or call us at 1-866-578-4348. 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 an Account (Identity Verification); Registration/Activation").

LOST OR STOLEN CARDS/UNAUTHORIZED TRANSFERS

If you believe your Card, Virtual Account or PIN has been lost or stolen, call **1-866-578-4348** or write to: Netspend, P.O. Box 2136, Austin, TX 78768-2136. You should also call the number or write to the address shown here if you believe an electronic funds transfer has been made using the information from your Card, Virtual Account or PIN without your permission.

If your Card or PIN has been lost or stolen we will deactivate your Card and issue you a new Card. There is a fee for replacing your Card. *See the Fee Schedule for more information about the fee.*

Your Liability for Unauthorized Transfers

Contact us AT ONCE if you believe your Card, Virtual Account or PIN has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission. Telephoning us at **1-866-578-4348** is the best way to minimize your possible losses. You could lose all the money in your Card Account.

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.

Also, if you become aware of and/or your electronic history shows transactions that you did not make, including those made by your Card or other means, notify us at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors" appearing above. If you (1) do not tell us within sixty (60) days of the earlier of the date you electronically access your account, and if the unauthorized transaction could be viewed in your electronic history, or (2) the date we sent the FIRST written history on which the unauthorized transfer appeared, 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 Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you have registered your Card and are not fraudulent or negligent in the handling of your Card. You must notify us immediately of any unauthorized use. This reduced liability does not apply to transactions not processed by Visa.

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 Commonwealth of Kentucky except to the extent governed by federal law.

SUSPENSION, AMENDMENT AND CANCELLATION

We may (a) amend or change the terms and conditions of this Agreement or (b) cancel or suspend your Card Account or this Agreement at any time without prior notice to you, including but not limited to, the criteria for earning Miles, 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.* If you decide to close your Card Account at any point during the first three (3) calendar months following your first \$85.00 annual Plan Fee assessment, the Plan Fee will be prorated over a twelve (12) month period and any unused paid portion of the Plan Fee will be refunded to you as part of the account closure process. You will always forfeit the portion of the Plan Fee corresponding to the first calendar month your Card Account was active. **The Bank reserves the right to refuse to return any unused balance amount less than \$1.00. In the event that your Card Account is canceled, closed, or terminated for any reason, any accrued Miles that have not been reported to United will be forfeited, and you will no longer be able to earn Miles using your Card Account. Miles will not be reinstated if they are forfeited for any reason.**

If the MileagePlus Account linked to your Card Account is closed by you or United, or is ineligible to receive Miles for any other reason, including without limitation for violation of the MileagePlus Rules, any accrued Miles that have not been reported to United and posted to your MileagePlus Account will be forfeited, and you will no longer be able to earn Miles using your Card Account. Miles will not be reinstated if they are forfeited for any reason.

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.mileageplusgo.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:

Netspend
P.O. Box 2136
Austin, Texas 78768-2136
1-866-578-4348

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 24 hours a day.

To use Miles, or for additional information regarding the MileagePlus Program, please visit www.mileageplus.com or contact United at MileagePlus Customer Service at 1-800-864-8331. The most current MileagePlus Rules, as may be modified from time to time by United, may be found at www.mileageplus.com.

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 Republic Bank & Trust Company, 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 Secondary 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; or (ii) AAA at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043; website at 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.

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 Republic Bank & Trust Company; Member FDIC

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Certain products and services may be licensed under U.S. Patent Nos. 6,000,608 and 6,189,787.