

List of all fees associated with your Trans@ct® Family Prepaid Mastercard® account

All Fees	Amount	Details
To Get Started		
Card Account Issuance Fee	\$5.95 for Card Account obtained through retail location \$0 for Card Account obtained online	For Card Accounts obtained through retail locations, fee is determined and assessed by operator of retail location, and may be lower depending on location. This is a third-party fee and is subject to change. No fee for Card Accounts obtained via online.
Monthly Usage		
Monthly Fee	\$8.95	Fee is charged to Primary Account. Call 1-844-711-4711 or visit www.transactfamilycard.com to change your Plan.
Spend Money		
Signature Purchase Transaction Fee	Primary Account: \$0.00 Subaccount: \$0.00	Per transaction. During checkout, select "CREDIT" on the keypad to make a Signature Purchase.
PIN Purchase Transaction Fee	Primary Account: \$0.00 Subaccount: \$0.00	Per transaction. During checkout, select "DEBIT" and enter your PIN to make a PIN Purchase.
Handle Financial Bill Pay Service – Standard Processing (In-Store)	Primary Account: Fee Varies Subaccount: N/A	Per bill payment. Processed in-store at participating retailers within Handle Financial's cash payment network (log in to your Online Account Center for details). This is a third-party fee and is subject to change.
Handle Financial Bill Pay Service – Standard Processing (Online)	Primary Account: \$1.99 Subaccount: N/A	Per bill payment. Processed online using your Primary Account. This is a third-party fee and is subject to change.
Automated Clearing House (ACH) Payments	Primary Account: \$0 Subaccount: \$0	Provide the biller with the issuer's routing number and your assigned Account Number.
Check your Balance		
Customer Service (Automated or Live Agent)	Primary Account: \$0/ bal. inq. Subaccount: \$0/ bal. inq.	No fee for calling Customer Service (automated or live agent) for inquiries, including for balance inquiries. (1-844-711-4711)
Balance Inquiry Fee – ATM Domestic	Primary Account: \$0.50 Subaccount: \$0.50	Per inquiry. You may also be charged a fee by the ATM operator.
Balance Inquiry via Online Account Center	Primary Account: \$0 Subaccount: \$0	Log in to the Online Account Center at www.transactfamilycard.com .
Balance Inquiry via Anytime Alerts text or email message	Primary Account: \$0 Subaccount: \$0	Standard text message or data rates may apply.
Withdraw Cash		
Over-the-Counter Cash Withdrawal Fee at a Financial Institution ("OTC Withdrawal Fee")	Primary Account: \$2.50 Subaccount: \$2.50	Per withdrawal. A fee may also be assessed by a financial institution that is not a Mastercard member financial institution. Any additional amounts assessed are third-party fees and are subject to change.
OTC Withdrawal Fee at a Netspend Reload Network Location	Primary Account: Fee Varies Subaccount: Fee Varies	Per withdrawal. Fee is assessed by operator of Netspend Reload Network location and may vary depending on location and amount of cash withdrawn. This is a third-party fee and subject to change.
ATM Cash Withdrawal Fee – Domestic	Primary Account: \$2.50 Subaccount: \$2.50	No fee at 7-Eleven store locations with an Allpoint or Trans@ct Network ATM. See transact711.com/account/atm-finder for a list of locations and look for the Allpoint or Trans@ct logo on an ATM located at 7-Eleven. \$2.50 per withdrawal at all other ATMs, plus third party ATM operator fees, if any.

Add Money to your Account		
Direct Deposit (ACH Deposit)	Primary Account: \$0 Subaccount: N/A	No fee.
Cash Load at a Netspend Reload Network Location	Primary Account: \$3.95 Subaccount: N/A	Per load. Fee determined and assessed by operator of retail location, and may be lower depending on the retail location. This is a third-party fee and is subject to change.
Debit Card Transfer Fee	Primary Account: \$1.95 Subaccount: N/A	Per transfer. Transfer is processed and fee assessed to the transferor's bank account by a third party (Vesta). This fee is subject to change. Register at www.transactfamilycard.com .
Mobile Check Load Fee – 10 day funding	Primary Account: \$0 Subaccount: N/A	Per check load. This is a third-party service (Ingo Money) and the fee is subject to change. Standard text message or data rates may apply.
Mobile Check Load Fee – Expedited Funding - pre-printed Government and Payroll Checks with Printed Signature	Primary Account: 2.0% Subaccount: N/A	Per check load. Percentage taken of total check amount. Minimum fee is \$5.00. Fee discounted from check total prior to loading your Card Account. Fee is charged by third party (Ingo Money) and is subject to change. Standard text message or data rates may apply.
Mobile Check Load Fee – Expedited Funding All Other Accepted Check Types	Primary Account: 5.0% Subaccount: N/A	Per check load. Percentage taken of total check amount. Minimum fee is \$5.00. Fee discounted from check total prior to loading your Card Account. Fee is charged by third party (Ingo Money) and is subject to change. Standard text message or data rates may apply.
Move Money to and from your Account		
Western Union Money Transfer®	Primary Account: Fee Varies Subaccount: N/A	Per transfer. Fee to send money is determined and assessed by Western Union. No fee to receive money in your Primary Account via Western Union Money Transfer. This is a third-party fee and subject to change.
Account-to-Account Transfer Fee via Website	Primary Account: \$0 Subaccount: N/A	www.transactfamilycard.com
Account-to-Account Transfer Fee via Customer Service Agent	Primary Account: \$4.95 Subaccount: N/A	Per transfer. Fee is assessed for outgoing transfers only. No fee for incoming transfers.
Spend Money Outside the U.S.		
Foreign Transaction Surcharge	Primary Account: 3.5% Subaccount: N/A	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 or OTC Withdrawal Fees.
ATM Cash Withdrawal Fee – International	Primary Account: \$4.95 Subaccount: N/A	Per withdrawal, plus the Foreign Transaction Surcharge. You may also be charged a fee by the ATM operator.
Balance Inquiry Fee – ATM International	Primary Account: \$0.50 Subaccount: N/A	Per inquiry. You may also be charged a fee by the ATM operator.
ATM Transaction Decline Fee – International	Primary Account: \$1.00 Subaccount: N/A	Per declined transaction. You may also be charged a fee by the ATM operator.
Transaction Declines		
ATM Transaction Decline Fee – Domestic	Primary Account: \$1.00 Subaccount: \$1.00	Per declined transaction. You may also be charged a fee by the ATM operator.
ACH/Preauthorized Payment Transaction Decline Fee	Primary Account: \$1.00 Subaccount: \$1.00	Per declined transaction.

Add or Replace a Card		
Additional Card Fee	Primary Account: \$9.95 Subaccount: N/A	For each Additional Card requested that is not a Replacement Card.
Replacement Card Fee	\$9.95	Fee charged to Primary Account for each lost, stolen, or damaged Card replaced.
Custom Card Fee	Primary Account: \$4.95 Subaccount: N/A	Per Custom Card.
Card Delivery Fee – 7-10 Business Day Delivery	\$0.00	No fee.
Card Delivery Fee – 3 Business Day Delivery	\$20.00	Fee charged to Primary Account in addition to Additional Card Fee or Lost, Stolen, or Damaged Card Replacement Fee.
Card Delivery Fee – 1-2 Business Day Delivery	\$25.00	Fee charged to Primary Account in addition to Additional Card Fee or Lost, Stolen, or Damaged Card Replacement Fee.
Other		
Additional Statement Mailing Fee	\$5.95	Fee charged to Primary Account. The fee for first written transaction history requested in a 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.transactfamilycard.com .
Stop Payment Fee	Primary Account: \$10.00 Subaccount: \$10.00	Per stop payment request on an ACH Debit/Preauthorized Payment Transaction.
Check Request Fee	\$5.95	Fee charged to Primary Account for processing and mailing of a return of funds check at Card Account closure. There is no fee if your balance is less than \$6.94 at the time of Card Account closure. Refund checks are not issued for less than \$1.00. See "Withdraw Cash" above for alternative options to remove the funds from your Card Account.
Account Maintenance Fee (also referred to as the "Inactivity Fee")	\$5.95	Per month. Fee charged to Primary Account and applies if Card Account has not had any activity, that is, no purchases; no cash withdrawals; no load transactions to Primary Account; and no Balance Inquiry Fee for at least ninety (90) days.

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

No Overdraft/Credit Feature

Contact Netspend by calling 1-844-711-4711, by mail at P.O. Box 2136, Austin, TX 78768-2136, or visit www.transactfamilycard.com to learn more about the terms and conditions of your prepaid account, obtain balance information, request a copy of your transaction history or to report unauthorized transactions.

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 AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. 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 TRANS@CT FAMILY PREPAID MASTERCARD ACCOUNT" (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 (1-844-711-4711) PRINTED ON THE BACK OF YOUR TRANS@CT® FAMILY PREPAID MASTERCARD.

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INTRODUCTION

Terms and Conditions for the Trans@ct Family Prepaid Mastercard account

This document constitutes the agreement ("**Agreement**") outlining the terms and conditions applicable to the Trans@ct Family Prepaid Mastercard account ("**Card Account**"), and associated Card(s) and Virtual Account Number(s), issued by MetaBank®.

The Card Account is comprised of:

(1) a primary account (the "**Primary Account**"), which may be funded in the manner described in the section below labeled "*Loading Your Primary Account*", and utilized through the Card, Virtual Account Number Number(s), and other features and functionality made available by the Issuer in connection with the Primary Account, which may be subject to separate terms and conditions governing the relevant feature or functionality; and

(2) subaccounts associated with the Primary Account (each, a "**Subaccount**") that may be established in accordance with this Agreement by the Accountholder, each of which may only be funded through a transfer from the Primary Account (see the section labeled "*Subaccounts*" additional details) and which may, to the extent authorized by the Accountholder, be utilized through the Card issued, and features and functionality made available, by the Issuer in connection with the relevant Subaccount, in each case accordance with the terms of this Agreement.

"**Account Number**" means the 14-digit number used to identify your Card Account.

"**Card**" means a physical Trans@ct Prepaid Mastercard card issued by MetaBank, which is associated with, and can be used to access, either the Primary Account or a Subaccount, in each case in accordance with the terms of this Agreement.

"**Card Number**" is the 16-digit number embossed on a Card.

"**Virtual Account Number**" (as further described in the section labeled "*Virtual Account Number*") means a temporary access device issued to the Accountholder by MetaBank that may be used to access the Primary Account to conduct telephone or online transactions without needing to present the Card associated with the Primary Account.

“Issuer,” “Bank,” “we,” “us,” and “our” mean MetaBank, Member FDIC, and our successors, affiliates, or assignees. **“Netspend”** refers to Netspend Corporation, the servicer for the Trans@ct Family Prepaid Mastercard account, and its successors, affiliates, or assignees. Any request for a Card or Virtual Account Number will be processed by Netspend, acting on behalf of the Issuer, at its offices located in Austin, Texas. Netspend is an Independent Sales Organization pursuant to an agreement with the Issuer. **“You,” “your” and “Accountholder”** mean the person who submits an initial request for the Card Account and in whose name the Card Account is established. **“Secondary Cardholder”** means a person who has received a Card associated with the Primary Account at the request of the Accountholder for use as described in the section labeled **“Secondary Cardholder”**. **“Family Member”** means a person who has received a Card associated with a Subaccount at the request of the Accountholder for use as described in the section labeled **“Subaccounts”**. **“Cardholder”** refers to the Accountholder and any Secondary Cardholder and/or Family Member(s).

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.

By applying for the Card Account, requesting a Card, activating a Card, or by retaining, using or authorizing the use of the Card Account, or any Card or Virtual Account Number, you represent and warrant to us that:

- (a) you are (i) at least eighteen (18) years of age (or nineteen (19)), if you reside in a jurisdiction where the age of majority is nineteen (19)), and (ii) you are a United States citizen or legal alien residing in the United States, or the District of Columbia;**
- (b) the information that you provide to us in connection with the Card Account is true, correct, and complete in all respects;**
- (c) you agree to be bound by and comply with the terms and conditions contained in this Agreement, including the Account Maintenance Fee and other fees listed in the Fee Schedule;**
- (e) you accept the Card Account and any Cards or Virtual Account Numbers issued in connection with the Card Account; and**
- (f) you will ensure that any Secondary Cardholder and/or Family Member that you designate complies with this Agreement.**

You acknowledge and agree that the value available in your Card Account is limited to the funds available in the Primary Account and any associated Subaccount(s). You and any other Cardholders agree to sign the back of each respective Card(s) immediately upon receipt.

The expiration date of each Card is identified on the front of the Card. The expiration date of any Virtual Account Number you have requested is described below in the section labeled **“Virtual Account Number”**. The Card Account is a prepaid card account, and is not a credit card or charge card. The Card Account is not a gift card, nor is it intended to be used for gifting purposes. Neither the Card Account or any Card or Virtual Account Number may be re-sold. The funds in your Card Account will, upon receipt by the Issuer, be insured to you by the FDIC, provided your Card Account 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. Each Card will remain the property of the Issuer and must be surrendered upon demand. The Card Account, and all associated Cards and Virtual Account Numbers, are nontransferable and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card Account is not designed for business use, and we may close your Card Account, and cancel all associated Cards and Virtual Account Numbers, 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 may otherwise be indicated in any other account agreements you have entered into with us.

Write down your Account Number, Card Number(s) 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 (IDENTITY 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. We may also require identifying information from any other person that you may wish to designate as a Family Member.

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 is 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 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 1-844-711-4711 or by visiting www.transactfamilycard.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 applied to the Card Account will be withdrawn from funds associated with the Primary Account, unless specified otherwise and except where prohibited by law. NOTE: Fees assessed to the Primary Account or any Subaccount balance may bring that balance negative. Any time the balance of the Primary Account or a Subaccount is less than the fee amount being assessed on that account, or the balance is already negative, the assessment of the fee will result in a negative balance on the account or increase the negative balance on the account, as applicable. If that occurs, any subsequent deposits, loads or transfers, as applicable, to the Primary Account or the relevant Subaccount, as applicable, will first be applied to the negative balance in the account. We may apply any funds associated with a Subaccount to any negative balance on the Primary Account, and any funds associated with the Primary Account to any negative balance on any Subaccount.

We will assess the Account Maintenance Fee listed in the Fee Schedule for each month after the date on which your Card Account has not had any purchase, cash withdrawal or Primary Account load activity, or Balance Inquiry Fee, for ninety (90) days. See the Fee Schedule for details regarding this fee.

Refund Policy: The Card Purchase Fee is not refundable. Please call Customer Service 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 any Cardholder's 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 **1-844-711-4711**. 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.

SECONDARY CARDHOLDERS

You may designate a Secondary Cardholder for your Primary 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. Any transactions initiated by the Secondary Cardholder are subject to the limits described in this Agreement and to the fees on the fee plan you selected. The Secondary Cardholder may not request a Virtual Account Number, initiate transfers to another Cardholder or Card Account, or take any action related to a Subaccount, including establishing a Subaccount or designating Family Members. You are liable for any and all use of any Cards by any Secondary Cardholder that you designate. Only an adult of legal age is eligible to be a Secondary Cardholder.

SUBACCOUNTS

You may establish Subaccounts to be associated with your Card Account, which may be for your own use, or for one Family Member per Subaccount that is authorized by you to access and use the funds in the Subaccount.

NOTE: You may not designate a person under the age of 18 (or 19 if resident in a jurisdiction where that is the age of majority) as a Family Member unless you are the parent or legal guardian of that person. Designating a person under the age of 13 as a Family Member (a "Child Family Member") requires adult verification. Because Subaccounts can be accessed and managed from mobile devices connected to the internet, including through the Trans@ct mobile application, we comply with the United States Children's Online Privacy Protection Act (COPPA) regarding designation of Child Family Members and associated online interactions. To verify that an adult is giving a child permission to use a Subaccount, and engage in associated online activities, COPPA requires adult verification of the designation of, and special disclosures about the collection and use of information from, Child

Family Members, to which you will be asked to separately agree. When designating a person as a Family Member, if the person is under 13, you will receive a Parent Privacy Disclosure which you will need to carefully review and accept (by following the instructions provided) before we will process the Child Family Member designation request. We retain sole discretion to accept or reject any request to designate a minor as a Family Member.

The maximum number of Subaccounts that may be active at any time is five (5). For each Subaccount, you may (i) select which of the available functionality generally available for Subaccounts may be accessed through that Subaccount, and (ii) set lower transaction limits than the standard limits applicable to Subaccounts (see the section below labeled *"Using Your Card And Virtual Account Number/Limitations"* for details regarding standard transaction limits). Each Subaccount will be accessible through the use of a Card that is only associated with that Subaccount, and we will issue that Card at the time that you establish the Subaccount. The funds associated with each Subaccount are limited to the funds that have been loaded into the Subaccount from the Primary Account through the Online Account Center. Funds may not be loaded directly to the Subaccount through any other method. Any transactions initiated by any Family Member that you designate are subject to the limits described in this Agreement and to the fees on the fee plan selected by the Accountholder. The Family Member may only access funds in the Subaccount through the use of the associated Card, and may not request a Virtual Account Number or initiate transfers to another Cardholder or Card Account. **NOTE: A Card or Card Number associated with a Subaccount may not be used to conduct any "Foreign Transaction" (see section below labeled "Transactions Made in Foreign Currencies and/or With Merchants Located In Foreign Countries" for a description of what constitutes a "Foreign Transaction").** You are liable for any and all use of any Cards by Family Members that you designate. Only the Accountholder may designate a Family Member, request a Card associated with a Subaccount, close a Subaccount, or report any error related to a Subaccount (see the section labeled *"Information About Your Right to Dispute Errors"* for details on how to report errors).

PERSONAL IDENTIFICATION NUMBER

Cardholders will select a PIN at the time they activate their Card for use (see the section labeled *"Opening a Card Account (Identification Verification/Registration/Activation)"*). 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. Cardholders should not write or keep their PIN with their Card, and should never share their 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 any Cardholder believes that anyone has gained unauthorized access to their PIN, you should advise us immediately by following the procedures described in the section labeled *"Your Liability for Unauthorized Transfers and Deadline to Report Errors."*

For information regarding how to activate a Card, see the section labeled *"Opening a Card Account (Identification Verification/Registration/Activation)"*.

CASH ACCESS

Upon successful registration, each Cardholder may use their Card and PIN to obtain cash from any ATM or any POS device (to the extent permitted by the relevant Merchant) bearing the Mastercard, Cirrus, or PULSE acceptance mark. **NOTE: The ability of a Family Member to obtain cash using a Card associated with a Subaccount is subject to the Accountholder choosing to make that functionality available for that Subaccount.** 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 Number/Limitations"*. Subaccounts may be subject to lower transaction limits as determined by the Accountholder (see the section labeled *"Subaccounts"* for details). 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 PRIMARY ACCOUNT

Upon successful Primary and if applicable, Secondary Cardholder registration, you and/or Secondary Cardholders may add funds to your Primary Account, called **"value loading"**, at any time, subject to the limitations described below. The initial value load must be at least \$10.00. 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). There is no limit on the number of times funds may be added to your Primary Account in a day, but the maximum cumulative amount of value loads is currently \$7,500.00 over any 24-hour period.

When calculating this maximum amount, we will take into consideration all similar transactions made with any other card account(s) you may have that are serviced by Netspend, whether you are a Primary Cardholder or a Secondary Cardholder, and regardless of the issuing bank.

You and/or Secondary Cardholders may value load your Primary Account through: (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, or other electronic funds transfer direct deposited to your Primary 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 Accountholder; and/or (iii) another Card Account; or (d) via a mobile check load network made available through an eligible third-party service provider (standard text message and data rates may apply).

Availability of certain value load methods will be subject to successful registration of the Card Account and activation of the Accountholder's Card associated with the Primary Account. To determine which value load methods are available to you, visit the Online Account Center. There may be fees associated with these methods of value loading. See the Fee Schedule for more information about the fees.

IMPORTANT: 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. If you wish to receive ACH Deposits to your Primary 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 designate that household member as a Secondary Cardholder for your Primary Account (see the section labeled "Secondary Cardholders", and they must have an active Card in their name. There is an Additional Card Fee for a 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 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 value loading will be returned unless your Card Account has a negative balance at the time such check, or money order, or transfer 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; by enrolling in and using Netspend's Anytime Alerts™ short message service (typically referred to as an "SMS" message; (standard text message and data rates may apply)); or by calling 1-844-711-4711. There may be a fee associated with calling Customer Service. See the Fee Schedule for more information about the fee. The minimum dollar value of any value loads through a Netspend Reload Network will be subject to the terms established by the individual reload location.

USING YOUR CARD AND VIRTUAL ACCOUNT NUMBER/LIMITATIONS

Card Account Access

Subject to the limitations set forth in this Agreement, you may use your Card to: (1) withdraw cash from the associated Primary Account or Subaccount, as applicable (see the section labeled "Cash Access"); (2) load funds to your Primary Account (see the section labeled "Loading Your Primary Account"); (3) transfer funds between your Card Accounts whenever you request; (4) transfer funds from your Card Account to another Netspend cardholder account; (5) purchase or lease goods or services wherever Debit Mastercard is accepted; and (6) pay bills directly from your Primary 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 Number to conduct transactions by telephone or online, without presenting your Card (see the section labeled "Virtual Account Number").

Secondary Cardholders may use their Cards to: (1) withdraw cash from the associated Primary Account (see the section labeled "Cash Access"); (2) load funds to the Primary Account (see the section labeled "Loading Your Primary Account"); or (3) purchase or lease goods or services wherever Debit Mastercard is accepted; in each case subject to the limitations set forth in this Agreement.

A Card associated with a Subaccount may be used to: (1) withdraw cash from the associated Subaccount, to the extent permitted by the Accountholder (see the section labeled "Cash Access" and the section labeled "Subaccounts" for details regarding limitations on Subaccount functionality); and (2) purchase or lease goods or services wherever Debit Mastercard is accepted; in each case subject to the limitations set forth in this Agreement.

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 suspend your or a Cardholder's ability to make transactions or limit the amount or number of transactions you can make with your Card, Card Number or Virtual Account Number. Any transfers made through the use of third-party services (including, but not limited to, bill payment, funds transfer, and mobile check load service providers) and transfers between your Card and a third party will be subject to the frequency and dollar value limits established in the terms and conditions of the service you select. 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 that are serviced by Netspend, whether you are a Primary Cardholder or a Secondary Cardholder, and regardless of the issuing bank.

Primary Account Limits:

Transaction Type	Maximum Amount	Limitation Details
ATM Cash Withdrawals	\$325.00	Per transaction; subject to lower limits imposed by ATM owner-operator
	\$940.00	Per 24-hour period ("Day"); limit of six (6) 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 Day
	\$15,000.00	Per thirty (30) Day period
ACH Loads (includes direct deposit)	\$15,000.00	Per transaction
Maximum Card Account Value	\$15,000.00	Includes Primary Account and any Subaccounts. We will review ACH Deposits that may result in the value of the Card Account exceeding the stated maximum value. If we determine the ACH Deposit is valid, we may permit the value of the Card Account to exceed the stated maximum value.

Subaccount Limits:

Transaction Type	Maximum Amount	Limitation Details
ATM Cash Withdrawals	\$325.00	Per transaction inclusive of any applicable fees; subject to lower limits imposed by ATM owner-operator
	\$940.00	Per 24-hour period ("Day"); limit of six (6) transactions per Day
Over-the-Counter Cash Withdrawals	\$1,000.00	Per transaction
PIN-based or Signature-based Purchase Transactions	\$1,000.00	Per transaction

NOTE: The Subaccount limits above are subject to any additional limits that the Accountholder may select – see the section above labeled "Subaccounts" for details.

Each Card may only be used by the individual whose name appears on the Card, and a Cardholder may not provide or otherwise allow any other person to use their Card, Virtual Account Number, Card Number or PIN. You are responsible for all authorized transactions initiated and fees incurred by use of your Card Account. If you permit, or any Secondary Cardholder or Family Member permits, another person to have access to any Card, Virtual Account Number, 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 must notify us immediately in the event you revoke permission for any person you previously designated as a Secondary Cardholder or Family Member for your Card Account so that we may take appropriate action for the protection of your funds; up to and including cancelling all Cards or closing your Card Account. You are wholly responsible for the use of the Card Account, and each Card, Virtual Account Number, Card Number, and PIN, according to the terms and conditions of this Agreement.

Each time you use your Card, Card Number or Virtual Account Number, or another Cardholder uses their Card or Card Number, 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). If any transaction(s) performed on the Primary Account or any Subaccount exceeds the balance of the funds available on that 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 any negative balance on the Primary Account or any Subaccount. If you have not added sufficient funds to the Primary Account to cover a negative balance on the Primary Account or any Subaccount within sixty (60) days of its creation, **we have the right to cancel your Card Account, including any Subaccount. 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) that you may have with us.** We may apply any funds associated with a Subaccount to any negative balance on the Primary Account, and any funds associated with the Primary Account to any negative balance on any Subaccount. In all instances described above, loads to your Primary Account may be made via direct deposit or any of the other load methods described in this Agreement.

If a Cardholder wishes to conduct a Card transaction and there are not enough funds available in the associated Primary Account or Subaccount, as applicable, the Cardholder can instruct the merchant, Internet service or other utility provider (a "Merchant") to charge a part of the purchase to the Card and pay the remaining amount with cash or another payment method. These are called "split transactions." Some Merchants do not allow cardholders to conduct split transactions. If you wish to conduct a split transaction and it is permitted by the Merchant, you must tell the Merchant to charge only the exact amount of available funds accessible through the use of 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 a Cardholder uses his or her Card at an automated fuel dispenser ("pay at the pump"), the Merchant may preauthorize the transaction amount up to \$100.00 or more. If a Cardholder's Card is declined, even though such Cardholder has sufficient funds available, such Cardholder should pay for your purchase inside with the cashier. If a Cardholder uses her or her Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the Merchant may preauthorize the transaction amount for the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorized amount will result in the placement of a "hold" on the related amount of funds available in the Primary Account or Subaccount associated with the Card until the Merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed and replaced by the actual amount of your purchase. If we do not receive the final payment amount, the preauthorized amount on hold will remain in place for thirty (30) days. During a hold period, a Cardholder will not have access to the preauthorized amount.

If you use your Card Number or Virtual Account 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 Number" for additional information about how to obtain and use a Virtual Account Number).

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

A Card cannot be redeemed for cash. Cardholders may not use a Card or Virtual Account Number for illegal online gambling or any other illegal transaction.

Cardholders do not have the right to stop payment on any purchase or payment transaction originated by use of any Card or Virtual Account Number, except as otherwise permitted in this Agreement. If a Cardholder authorizes 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).

VIRTUAL ACCOUNT NUMBER

To conduct transactions by telephone or online, without needing to provide your actual Card Number, you may request up to six (6) active Virtual Account Numbers, each of which will be associated with, and access funds from, the Primary Account. Each Virtual Account Number consists of a 16-digit account number, a 3-digit security code, and an expiration date.

Each Virtual Account Number expires one (1) year from the last day of the calendar month during which the Virtual Account Number was created. For example, if a Virtual Account Number is created on February 24, 2018, its expiration date is February 28, 2019.

When you use your Virtual Account Number without presenting your Card, the legal effect will be the same as if you used the Card itself. Virtual Account Numbers may only be requested by the Accountholder. You must first register the Card associated with the Primary Account before you can request a Virtual Account Number (see the section labeled "Opening a Card Account (Identification Verification); Registration/Activation").

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, internet service or other utility providers ("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 bill payment service providers.

If you have arranged to have ACH Deposits made to your Primary Account at least once every sixty (60) days from the same person or company, you can call us at **1-844-711-4711** to find out whether or not the deposit has been made.

Right to Stop Payment and Procedure for Doing So:

If you have arranged in advance to make regular payments from your Card Account, you can stop any of these payments. Here's how: Call us at **1-844-711-4711** or write us at P.O. Box 2136, Austin, TX 78767, in time for us to receive your request three (3) business days or more 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. An oral stop payment request will cancel after fourteen (14) days if a written request is not received. There may be a fee associated with each stop payment you request. For information about the fee, see the Fee Schedule.

You may contact the merchant directly to request to stop a recurring payment you have preauthorized to debit your Card Account.

Notice of Varying Amounts:

If these regular payments vary in amount, the person you are paying should tell you, at least 10 days before each payment, when it will be made and how much it will be.

Liability for Failure to Stop Payment of Preauthorized Transfer:

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

FRAUDULENT OR CRIMINAL CARD ACCOUNT ACTIVITY

We reserve the right to block, suspend, or cancel your Card Account or any Card or Virtual Account Number for any reason in our sole discretion including, for example, if, as a result of our policies and processes, we detect what we reasonably believe to be fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement or applicable law. We may temporarily suspend your Card Account, and/or any Card, Card Number, Account Number or Virtual Account Number, 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, or any inability to use a Card, Card Number, Account Number or Virtual Account Number.

RETURNS AND REFUNDS

If you are entitled to a refund for any reason for goods or services obtained with your Card Account, Card, or Virtual Account Number, you agree to accept credits for such refund to the account (Primary Account or Subaccount) used to conduct the purchase and agree to the refund policy of that Merchant. If you have a problem with a purchase that you conducted with your Card Account, Card or Virtual Account Number, or if you have a dispute with the Merchant, you must attempt to handle it directly with the Merchant. Merchant refunds in an amount the same or less than the amount of the corresponding debit will post to the Card Account when they are received. We have no control over when a Merchant sends a refund transaction; there may be a delay between the date of the refund transaction and the date the refund amount is credited to your Card Account.

CARD REPLACEMENT

If you need to replace any Card for any reason, please contact us at **1-844-711-4711** to request a replacement Card. You will be required to provide personal information which may include the Card Number, your name, the Secondary Cardholder or Family Member's full name (if applicable), transaction history, and similar information to help us verify identity. There may be a fee for replacing a Card, which will be assessed to the Primary Account. *See the Fee Schedule for more information about the fee.* Only the Accountholder may request a replacement Card.

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

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 ("**Foreign Transaction**"), the transaction will be converted to U.S. Dollars, and you will be charged a fee equal to 3.5% of the total amount of the transaction in U.S. Dollars. If you make a Foreign Transaction, the amount deducted from your funds will be converted by 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 a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives or the government-mandated rate in effect for the applicable central processing date. If the Foreign Transaction results in a credit due to a return, you will receive a refund for the Foreign Transaction Surcharge based on the exchange rate at the date and time of the credit; the amount of the refunded Foreign Transaction Surcharge may be more or less than the Foreign Transaction Surcharge paid at the time of the original purchase. **NOTE: A Card or Card Number associated with a Subaccount may not be used to conduct any "Foreign Transaction"**

RECEIPTS

A Cardholder should get a receipt at the time such Cardholder makes a transaction using his or her Card or Virtual Account Number. Each Cardholder agrees 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 **1-844-711-4711** or by enrolling in Netspend's Anytime Alerts SMS service (standard text message and data rates may apply). This information, along with a twelve (12) month history of account transactions, is also available for no fee online at www.transactfamilycard.com.

Statements in electronic format will also be made available to you for no fee at www.transactfamilycard.com for each month in which a transaction occurs. You will not automatically receive paper statements (i.e., written history).

If your account is Registered with us, you have the right to obtain at least twenty-four (24) months of written history of account transactions by calling **1-844-711-4711**, or by writing to us at Netspend, 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 you, your Card Account, any Secondary Cardholder or Family Member, or Card Account transactions:

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

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 this Agreement, 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 Primary Account or the relevant Subaccount, as applicable, to complete the transaction;
- 2) If a Merchant refuses to accept a Card or Virtual Account Number;
- 3) If an ATM where you are making a cash withdrawal does not have enough cash;
- 4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- 5) If access to your Card Account has been blocked after you reported a Card, Virtual Account Number or PIN as compromised, lost or stolen;
- 6) If there is a hold on the funds in your Primary Account or the relevant Subaccount, as applicable, for any reason;
- 7) If the funds in your Primary Account or the relevant Subaccount, as applicable, are subject to legal process or other encumbrance restricting their use or transfer;
- 8) If we have reason to believe the requested transaction is unauthorized or that the Card, Card Account, Virtual Account Number, Primary Account or Subaccount was used or is being used in violation of this Agreement;
- 9) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- 10) If we block, suspend or close your Card Account, or the Primary Account or relevant Subaccount, as applicable, as a result of our reasonable suspicion of fraudulent, suspicious, or criminal activity or activity that is inconsistent with this Agreement;
- 11) If we have requested documents to verify identity, an address, or a transaction on your Card Account, and you have not provided all such requested documents; or
- 12) As otherwise provided in this Agreement or by applicable law.

INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS

In case of errors or questions about your Card Account, telephone us at 1-844-711-4711, 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 1-844-711-4711 or writing to us at 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 load 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 **1-844-711-4711** or visit www.transactfamilycard.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.transactfamilycard.com or call us at 1-844-711-4711. 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 the condition or receipt of 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 a Cardholder's Card, Virtual Account Number, 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 **1-844-711-4711** is the best way to minimize your possible losses. You could lose all the money in your Card Account.

Your Liability for Unauthorized Transfers and Deadline to Report Errors

If you notify us within two (2) business days after you learn of the loss or theft of any Card, Virtual Account Number or PIN, you can lose no more than \$50.00 if someone used any Card, Virtual Account Number 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 any Card, Virtual Account Number or PIN and we can prove that we could have stopped someone from using the Card, Virtual Account Number or PIN without your permission if you had promptly notified us, you could lose as much as \$500.00. If the Card or PIN has been lost or stolen, we will cancel the Card and issue 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 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 tell 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's Zero Liability Policy, your liability for unauthorized transactions on your Card Account is \$0.00 if you notify us promptly upon becoming aware of the loss or theft, and you exercise reasonable care in safeguarding each Card from loss, theft, or unauthorized use. These provisions limiting your liability do not apply to debit transactions not processed by Mastercard or to un-Registered Cards.

MISCELLANEOUS

Your Card Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of each Card, Card Number or Virtual Account Number 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 South Dakota 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 all Cards (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 use of any Card, including limiting use of any Card at ATMs, your Card Account and any Card Number or Virtual Account Number. We also may cancel or suspend the use of one or more Cards, your Card Account and any Card Number or Virtual Account Number with or without cause or notice, other than as required by applicable law.

In the event your Card Account is cancelled, 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. For information about the fee, see the *Fee Schedule*. **We may not issue a refund check for 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 cancelled, 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.

For any remaining account balances, we will comply with unclaimed property laws and appropriately engage in escheatment activities as required by state law.

DELIVERY OF 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.transactfamilycard.com.

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

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.

TELEPHONE CALLS: CALLING, MONITORING AND RECORDING

From time to time we may monitor and/or record telephone calls between a Cardholders and us to assure the quality of our customer service or as required by applicable law. You agree that we or our representatives may contact you at any telephone number you provide to us, including your cell phone number for any informational, non-telemarketing purpose related to your Account. You agree to receive these calls via an automatic telephone dialing system; messages, such as prerecorded or artificial voice messages; or text messages sent via an automated texting system. You understand your service provider may charge you for these calls/messages.

NO WARRANTY REGARDING GOODS AND SERVICES

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services any Cardholder purchases with a Card, Card Number or Virtual Account Number.

LEGAL PROCESS

Regardless of where or how we are served, we will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant we believe to be valid relating to you or your Card. You agree that we will honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Card Account records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will enforce a right of security interest against any of your Card Accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. We may deduct such expenses from your Card Account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds in a Card Account, we may remove the funds from the account and maintain them separately.

JURY TRIAL WAIVER

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION CLAUSE SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL WAIVER.

ARBITRATION CLAUSE

We have put this Arbitration Clause in question and answer form to make it easier to follow. However, this Arbitration Clause is part of this Agreement and is legally binding. For purposes of this section, our "Notice Address" is: MetaBank, Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108.

Background and Scope.		
Question	Short Answer	Further Detail
What is arbitration?	An alternative to court	In arbitration, a third-party arbitrator (" Arbitrator ") solves Disputes in an informal hearing.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Arbitration Clause?	Yes, within 60 days	If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you obtain the Card Account. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Account Number. State that you "opt out" of the Arbitration Clause.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.

Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	This Arbitration Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Card Account or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.
Who handles the arbitration?	Usually AAA or JAMS	Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Clause do not apply. The arbitration administrator will be either: <ul style="list-style-type: none"> • The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com • Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes	For Disputes subject to this Arbitration Clause, you give up your right to: <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute you have with a dispute by other consumers. 5. Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.
Can you or another consumer start a class arbitration?	No	The Arbitrator is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Arbitration Clause must be decided in an individual arbitration or an individual small-claims action. This Arbitration Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.

Will anything I do make this Arbitration Clause ineffective?	No	This Arbitration Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.
Process.		
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide your Account Number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award.
Arbitration Fees and Awards.		
Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

This Cardholder Agreement is effective April 1, 2018.

This Card Account is issued by MetaBank, Member FDIC, pursuant to a license by Mastercard International Incorporated.

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