

## CARDHOLDER AGREEMENT

### IMPORTANT – PLEASE READ CAREFULLY

**1. Terms & Conditions for the NetSpend Prepaid Debit Card Program.** This document constitutes the agreement (“**Agreement**”) outlining the terms and conditions under which the NetSpend Prepaid Debit Card has been issued to you. By accepting and using this Card, you agree to be bound by the terms and conditions contained in this Agreement. The Card is a prepaid debit card. The Card allows you to access funds you place on the Card. The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have. The Card is not a credit card. You will not receive any interest on your funds on the Card. The Card will remain the property of MetaBank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

### 2. Definitions

In this Agreement, “Card” means the NetSpend Prepaid Debit Card issued to you by MetaBank. “You” and “your” means the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” “our,” and “Bank” mean MetaBank and its successors, affiliates or assignees.

**Authorized Users:** You may request an additional Card for another person. You are wholly responsible for the use of each Card according to the terms of this Agreement. Each cardholder and visitor to the [www.netspend.com](http://www.netspend.com) site (the “**Site**”) agrees to these terms and conditions, as amended from time to time. If you do not agree to these terms and conditions, please do not use the Site or the Card. In order to become a cardholder, you must be an individual who can lawfully enter into and form contracts under applicable law.

**Our Business Days:** Our business days are Monday through Friday, excluding federal holidays, even if we are open.

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for you:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

By participating in the Card Program, you warrant factual representation of the required information, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), Social Security number, age, and telephone number, is accurate. If you falsify, misrepresent, or fail to provide requested information, we may cancel your Card. In addition, funds tied to potentially illicit or illegal activity may be subject to both internal and potentially Federal investigation, which may delay their immediate access.

Pathward, N.A., will act as custodian of your funds upon its receipt of your funds. Once you activate your Card, you will be able to provide Pathward, N.A., as custodian, with instructions about the funds accessible through your Card Account. Activation of your Card authorizes us to hold your funds at Pathward, N.A., or as custodian to place your funds at one or more participating FDIC-insured banks (each a “Program Bank”). Visit [www.pathward.com/programbanks](http://www.pathward.com/programbanks) to find the most up-to-date list of Program Banks. If you do not agree to your funds being held by us at Pathward, N.A., or placed by Pathward, N.A., as custodian at other Program Banks, please immediately transfer or spend all the funds in your Card Account or contact Customer Service above to cancel your Card Account and request your funds in the form of a paper check at no charge.

Your funds are eligible for deposit insurance up to the applicable limits by the Federal Deposit Insurance Corporation (“FDIC”). In the event the FDIC were to be appointed as a receiver for Pathward, N.A., or a Program Bank, your funds, aggregated with any other funds you have on deposit at such institution, would be eligible to be insured up to \$250,000 for each legal category of account ownership, subject to compliance with FDIC deposit insurance requirements. You are responsible for monitoring the total amount of all direct or indirect deposits held by you or for you with Pathward, N.A., and the Program Banks for purposes of monitoring the amount of your funds eligible for coverage by FDIC insurance. To assist with calculating your FDIC deposit insurance coverage, the FDIC has an Electronic Deposit Insurance Estimator available at <https://edie.fdic.gov>. For more information, see also <https://www.fdic.gov/deposit/deposits/prepaid.html>.

**Personal Identification Number:** We may, at our option, give you a Personal Identification Number (“PIN”). If we give you a PIN, you may use your Card, (i) to obtain Cash from any Automated Teller Machine (“ATM”) or (ii) at any Point-of-Sale (“POS”) device which requires entry of a PIN that bears the brand mark of the Card Association, VisaPLUS or PULSE®. All ATM transactions are treated as Cash withdrawal transactions. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.”

**Loading Your Card:** You may add funds to your Card, called “value loading,” at any time. (There is no limit on the number of times you may value load your Card.) However, the maximum value load you may place on your Card when aggregated with any other Cards you have authorized is restricted. You agree to present the Card and meet identification requirements to complete load transactions. In addition, you may arrange to have all or a portion of a payroll check, government benefits payment, or other check, electronically deposited to your Card via the Automated Clearing House (“ACH”) system (“Direct Deposit” or “ACH Deposit”). In order to receive Direct Deposits from multiple payment providers, you must separately enroll each of those providers.

### Using Your Card

You may use your Card to purchase or lease goods or services wherever the Card is honored as long as you do not exceed the value available on your Card. You are responsible for all transactions initiated by use of your Card. If you permit someone else to use your Card we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use. If you do not have enough value loaded on your Card you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

If you use your Card number without presenting your Card (such as for a mail order or telephone purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may use your Card to access cash at an ATM. You may use your Card to access cash at a participating bank (an “**Over the Counter Withdrawal**” or “**OTC Withdrawal**”). You may not use your Card for unlawful domestic and/or international online gambling or for any illegal transactions, including the purchase of illegal goods or services.

You should keep track of the amount of value loaded on Cards issued to you. You may call the Customer Service number shown on your Card and shown below to obtain the current value on your Card. The toll-free Customer Service number is **1-86-NETSPEND (1-866-387-7363)**. You will be charged a fee (see the *Fees Related to the Service* chart (“**Fee Schedule**”) located in this Agreement) to check your balance if you call the Customer Service number; however, to obtain this information without incurring a fee, visit the Site. The Customer Service hours of operation are 8 a.m. to 10 p.m. CT, Monday through Friday, and 8 a.m. to 8 p.m. CT, Saturday and Sunday, excluding holidays.

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction plus applicable fees. You are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card (creating a “**Negative Balance**”) you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges. You agree to pay us promptly for the Negative Balance and any applicable transaction fees. We reserve the right to cancel this Card should you create one or more Negative Balances with your Card.

You do not have the right to stop payment on any purchase transaction originated by use of your Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds. Please note that we have no control over when a merchant settles a previously authorized transaction. When you use your Card to make certain transactions such as renting a car, booking a hotel room, purchasing airline tickets, or for gas purchases made at the pump, a debit hold (a “**Hold**”) may be applied to your Card. A Hold may be initiated for a variety of reasons, including but not limited to, providing a security deposit, or ensuring your account has sufficient funds when the transaction is completed. Funds loaded to your account that are subject to a Hold will not be available to pay for other purchases or ATM withdrawals until the Hold is released. We have no control over when a merchant releases a Hold you previously authorized. When a merchant requests a Hold to be released the funds will be available to you after we have had a reasonable opportunity to process the request. Holds for car rental

agencies, hotels, and airlines can remain on your Card longer than three (3) business days. Holds initiated by a gas station may remain in place until the final transaction is presented to us, usually within three (3) business days.

**Limitations on the Frequency of Transfers:** For security reasons, we may limit the amount or number of transactions you can make with your Card Account. The standard maximum cumulative cash amount that may be withdrawn from your Card Account via ATM during any 24-hour period is \$940.00. Any funds withdrawn from a POS device or through an OTC Withdrawal will be subject to the maximum per transaction amount that can be spent using your Card Account: no individual transaction made with your Card Account can exceed \$4,999.99. The maximum value of your Card Account is restricted to \$15,000.00, at any point in time. We will determine these maximum values by aggregating the activity and value of all Card Accounts you may have with us.

### 3. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. The amounts credited to your Card for refunds may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

### 4. Foreign Transactions

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by the Card Association into an amount in the currency of your Card. The Card Association will establish a currency conversion rate for this convenience using a rate selected by the Card Association from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate the Card Association itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by us.

### 5. Receipts

You should get a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipts to verify your transactions.

### 6. Obtaining Card Account Information

You may obtain your available balance by accessing your Card Account online; enrolling in the Anytime Alerts™ SMS service; or by calling our toll-free number (1-86-NETSPEND or 1-866-387-7363) (there may be a fee for this call, see the Fee Schedule.) Statements in electronic format—including a sixty (60)-day history of account transactions will be made available free of charge at [www.netspend.com](http://www.netspend.com) during each month in which a transaction occurs. You will not automatically receive paper statements. You have the right to obtain a sixty (60)-day written history of account transactions by calling our toll-free number or by writing to us at NetSpend, P.O. Box 2136, Austin, TX 78768-2136. There is a fee for obtaining a written history—see the Fee Schedule.

### 7. Fees and Charges

By enrolling in the Card program, you agree to pay any and all associated fees as outlined in the Fee Schedule. Please refer to the Fee Schedule and read it carefully. There is an Account Maintenance fee assessed monthly. For accounts with at least one purchase, cash withdrawal, value load transaction, or balance inquiry fee assessed within 90 days, this Account Maintenance fee is waived.

### 8. Confidentiality

We may disclose information to third parties about your Card 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 for a third party, such as a merchant;
- (3) In order to comply with government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission, or;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

### 9. Our Liability for Failure to Complete Transactions

In no event will we be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card 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) Any other exception stated in our Agreement with you.

### 10. Your Liability for Unauthorized Transfers

Contact us AT ONCE if you believe your Card or PIN has been lost or stolen; used for any unauthorized transactions; or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way to minimize your possible losses. If you believe your Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at 1-86-NETSPEND (1-866-387-7363). If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card 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 or PIN and we can prove that we could have stopped someone from using your Card 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 with your Card or other means, notify us at once following the procedures described below concerning your right to dispute errors. If you do not notify us in writing within sixty (60) calendar days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) calendar days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card Account. If your Card or PIN has been lost or stolen, we will close your Card Account to keep losses down.

### 11. Preauthorized Payments

Your Card Account and its routing information, i.e., your Card Account number and the bank routing number, may be used for arranging both direct deposit and preauthorized direct debits from merchants and internet service or other utility providers ("Merchants"). To stop a preauthorized direct debit from a Merchant (also referred to as a "preauthorized payment") you must first contact the Merchant to request the recurring debit be cancelled. If the Merchant with whom you have arranged recurring payments from your Card Account has not responded to your request to stop such payments, you can call us at 1-86-NETSPEND (1-866-387-7363) or write to us at: NetSpend, P.O. Box 2136, Austin, TX 78768-2136. We must receive your request at least three (3) business days before the payment is scheduled to be made to the Merchant. Such a stop payment request will cancel a single preauthorized payment. If you want to permanently stop all preauthorized payments to a Merchant then we require you to put your request in writing and get it to us within fourteen (14) calendar days after you tell us you want to stop such payments. We will charge you for each stop payment order you give. See the Fee Schedule in your Agreement. If the regular payments you make might vary in amount, the Merchant will tell you the payment date and the amount of the payment ten (10) calendar days before each payment is scheduled to take place. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) 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.

### 12. Other Terms

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

### 13. Amendment and Cancellation

We may amend or change the terms of this Agreement at any time. 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.

We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by calling 1-86-NETSPEND (1-866-387-7363) or following the procedures set forth in the "Close Your Account" section found at the Site. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

### 14. Information About Your Right to Dispute Errors

**In case of errors or questions about your Card Account, telephone us at 1-86-NETSPEND (1-866-387-7363), write to us at: NetSpend, P.O. Box 2136, Austin, TX 78768-2136, or email us at [www.netspend.com](http://www.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 1-86-NETSPEND (1-866-387-7363), or writing us at: NetSpend, P.O. Box 2136, Austin, TX 78768-2136.

You will need to tell us:

- (1) Your name and Card Account 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) calendar days to investigate your complaint or question. If we decide to do this, we will 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 you do not provide it within ten (10) business days, we may not credit your Card Account.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new Card Accounts, we may take up to twenty (20) business days to 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 we used in our investigation. If you need more information about our error-resolution procedures, call us at 1-86-NETSPEND (1-866-387-7363) or visit [www.netspend.com](http://www.netspend.com).

### 15. Privacy and Data Protection

(i) Information We Collect ("Cardholder Information"):

- (a) Information about purchases made with the Card, such as date of purchase, amount and place of purchase
- (b) Information you provide to us when you apply for a Card, or for replacement Cards or when you contact us with customer service issues, such as name, address, and phone number.
- (ii) Information Security: Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information.
- (iii) Disclosure: We may use Cardholder Information to provide customer services, to process claims for lost or stolen Cards, to develop marketing programs, to help protect against fraud and to conduct research and analysis. In addition, it is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies that perform business operations or services, including marketing services, on our behalf. We may also provide certain Cardholder Information to others as permitted by law, such as government entities or other third parties in response to subpoenas.

### 16. Telephone Monitoring/Recording

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

### 17. 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.

### 18. Arbitration

- (a) Purpose: This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.
- (b) 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 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, or the Cards of any Additional Cardholders designated by you; (ii) the amount of Available Funds on the Cards; (iii) advertisements, promotions or oral or written statements related to the Cards, goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; and (v) your enrollment for any Card. 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 court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Bank, 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 Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all Additional Cardholders.

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

- (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

(d) 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 THE 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.**

(e) 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.

(f) 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 your billing address 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.

(g) 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 an 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.

(h) Continuation: This Arbitration Provision shall survive termination of your Card as well as voluntary payment of the 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 agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

**Electronic Fund Transfer and Privacy Policy Disclosure Statements** The Electronic Fund Transfer Disclosure (which is part of your NetSpend Prepaid Debit Card Program terms and conditions) and Annual Privacy Policy Notices are available to you in hard copy or electronic format; however, you consent to electronic delivery of future disclosures. These subsequent disclosures will not be distributed in paper unless you contact us and request a paper version. Upon request, the disclosures will be provided to you in paper format if you send a written request to NetSpend Corporation, Attn: Customer Service, P.O. Box 2136, Austin, TX 78768-2136, or call us at **1-86-NETSPEND (1-866-387-7363)**.

You may withdraw your consent to receive the disclosures electronically. In order to withdraw your consent, you must contact us in writing at NetSpend Corporation, Attn: Customer Service, P.O. Box 2136, Austin, TX 78768-2136, or call us at **1-86-NETSPEND (1-866-387-7363)**.

Your consent applies to the Electronic Fund Transfer Disclosure and the Privacy Policy Disclosure. To ensure that we are able to provide you with notices and information from time to time, you must update us with any change in your email address. To do so, please contact us in writing at NetSpend Corporation, Attn: Customer Service, P.O. Box 2136, Austin, TX 78768-2136, or call us at **1-86-NETSPEND (1-866-387-7363)**. In order to receive the disclosures electronically the following minimum computer hardware and software requirements must be met: IBM compatible or Macintosh personal computer system with Internet connectivity; available hard disk drive space of at least 50 kb; a computer pointing device, such as a mouse; 128-bit SSL (Secure Socket Layer)-compatible browser, such as Internet Explorer 5.0, or higher; computer monitor capable of displaying Internet Web pages and graphics; graphical user interface operating system, such as Windows 2000 or later, or OS9.

**By opening a Prepaid Debit Card Account with us, you certify that you agree to the Prepaid Debit Card Account terms and conditions, that you consent to receive disclosures electronically, that you have not withdrawn said consent and that you agree to the terms and conditions of the Cardholder Agreement.**

**Fees Related to the Service:**

Refunds are at par. ATM withdrawals may be subject to varying daily limits at the ATM owner's discretion.

	<b>Pay-As-You-Go<sup>SM</sup> Plan</b>	<b>FeeAdvantage<sup>TM</sup> Plan (Monthly)</b>	<b>FeeAdvantage<sup>TM</sup> Plan (Annual)</b>
Plan Fee	\$0	\$0	\$0
Signature Purchase Transaction Fee	\$0	\$0	\$0
PIN Purchase Transaction Fee	\$0	\$0	\$0
Balance Inquiry Fee • via toll-free number (automated service) • via toll-free number (Customer Service Agent) • at ATM • online • via Anytime Alerts <sup>TM</sup> *	\$0.50 each \$0.50 each \$0.50 each Free	\$0.50 each \$0.50 each \$0.50 each Free	\$0.50 each \$0.50 each \$0.50 each Free
Bill Payment Fee	In addition to the one or more no-cost bill payment methods made available through third-party service providers, a full range of options and applicable fees appear at the Site		
Preauthorized Payment Fee	\$1.00 each		
Stop Payment Fee for Preauthorized Payment	\$10.00 each		
Domestic ATM Cash Withdrawal	\$2.50 per withdrawal, plus ATM owner fees, if any		
International ATM Cash Withdrawal	\$4.95 per withdrawal, plus ATM owner fees, if any		
ATM Transaction Decline Fee	\$1.00 each		

**Tip:** To avoid ATM fees, you can get cash back when making purchases using your PIN at many retailers, such as grocery stores.

\*Standard data usage or text message rates may apply. Check with your provider.

<b>Add Money To or Withdraw/Transfer Money From Your Card Account: (Applies to all Cardholders)</b>	
Add cash/checks or withdraw cash at a NetSpend Reload Network location	Convenience fee determined by the location
Bank Transfer	Free; transfer fees from the originating bank may apply
Instant Bank Transfer	\$5.95 each (deducted from the transferor's debit card account)
Account-to-Account Transfer via text message or online	Free; standard text message rates may apply
Account-to-Account Transfer via toll-free number (automated service)	\$1.00 each
Account-to-Account Transfer via toll-free number (Customer Service Agent)	\$4.95 each
<b>Manage Your Card Account: (Applies to all Cardholders)</b>	
Check or Additional Statement Mailing Fee	\$5.95 each
Additional Card Fee	Up to \$9.95 (standard Card)
	Up to \$9.95 (custom Card)
Lost, stolen or damaged Card Replacement Fee	Up to \$9.95 (standard Card)
	Up to \$9.95 (custom Card)
Account Maintenance Fee	\$5.95 per month (fee applies if Card account has not had any activity, that is, no purchases; no cash withdrawals; no value load transactions; or no balance inquiry fee, for 90 days)

#### **NetSpend Prepaid Debit Card Program Privacy Policy**

MetaBank and NetSpend Corporation, its Member Service Provider, recognize that the trust of our customers is one of our most important assets. As such, our primary goal is to deliver innovative payment products and world-class service while ensuring the integrity and sanctity of our customers' privacy. The following outlines some of the steps that we take on a daily basis to ensure that our customers' information is secure, private, and used only in a manner consistent with our customers' wishes.

We will safeguard, according to our strict standards of security and confidentiality, any and all information our customers share with us. We use advanced security techniques and processes designed to protect the integrity and privacy of our customers' information, particularly when this information is used by our employees and partners to provide customer service.

We collect nonpublic personal information about you from the following sources: (i) Information we receive from you on applications or other forms,

(g) Information about your transactions with us, or others such as your account balance, transaction history, parties to transactions and card usage, and

(iii) Information we received from third parties, including government agencies and consumer-reporting agencies, such as your tax identification number, credit worthiness, and credit history. We advise our customers about the general uses of the information we collect about them, and we will gladly and promptly provide additional explanation if our customers request it.

We may disclose aggregate information about our customers and former customers to third parties with whom we may have a joint marketing agreement, or those companies who perform marketing services on our behalf. This includes all information we may collect directly or indirectly from you.

We will permit only authorized employees, who are properly trained in the appropriate handling of sensitive customer information, to have access to that information, and only if required by their business responsibilities. Employees who violate our Privacy Policy are subject to our disciplinary process, up to and including termination.

We give our customers choices as to how their information is used, if at all. We provide our customers with the opportunity to remove their names used for mail, telephone or online marketing upon initial customer contact and subsequently on an annual basis. This opt-out choice includes products and services offered by NetSpend and our affiliate marketing partners, and customers may easily opt out by contacting us via U.S. mail or telephone.

Except as outlined above, we limit the release of customer information.

In addition to providing our customers with the opportunity to opt out of marketing offers, we release information only with the customer's consent or request, or when we are required to do so by law or other regulatory authority. When a court order or subpoena requires us to release customer information, we notify the customer promptly in order to provide the customer with the opportunity to exercise their legal rights. The only exception to this policy is when we are prohibited from notifying the customer by law or due to a court order, or in cases in which fraud, money laundering and/or criminal or illegal activity is suspected.

We quickly respond to our customers' requests for explanation. In the event that we deny service or choose to end a customer's relationship, and to the extent permitted by applicable laws, we will provide a prompt and detailed explanation if requested.

We will notify our customers in the event that our privacy policy changes. If our privacy policy is modified, we will attempt to notify our customers of these changes via email, U.S. mail or via telephone. As customers do now, they will continue to have a choice as to whether or not they allow us to use their information in this different manner. In addition, if we make any material changes in our privacy practices that do not affect user information already stored in our database, we will post a prominent notice on the NetSpend Prepaid Debit Card Program website ([www.netspend.com](http://www.netspend.com)) notifying users of said change(s). In some cases where we post the notice we will also email users, who have opted to receive communications from us, notifying them of the changes in our privacy practices. We will post our annual privacy notice to the cardholder's account center on our website. When we post our annual privacy policy notice we will also email cardholders notifying them of the annual privacy policy notice. Should you wish, a paper annual privacy policy notice will be made available to you upon request.

**Updating customer information.** Should customers need to update any information they have previously supplied to us, they may contact Customer Service at **1-86-NETSPEND (1-866-387-7363)** from 8 a.m. to 10 p.m. CT, Monday through Friday, and 8 a.m. to 8 p.m. CT, Saturday and Sunday, excluding holidays. Customers may also email us at [customerservice@netspend.com](mailto:customerservice@netspend.com).

If you wish to opt out of our and our partners' marketing offers, please contact us via U.S. mail at the following address:

**NetSpend Prepaid Card Program**  
**P.O. Box 2136**  
**Austin, TX 78768-2136**

Or you may call us at **1-86-NETSPEND (1-866-387-7363)**.

The information above applies to all NetSpend Prepaid Debit Card Program customers, including those who transact primarily on the Internet. Please see [www.netspend.com](http://www.netspend.com) for privacy

policy information pertaining to the use of our site.

GPR Terms - Meta - CACC - ENG - 28Apr11