

List of all fees associated with your myFloc™ Card

Details of All Fees		
Set-Up Fee		
Account Set-Up Fee	\$50.00	One-time fee for the activation and set-up of the Card Account, charged to your Payment Method as described in the Cardholder Agreement.
Plan Fee		
Monthly Fee	\$36.00	Per month; fee assessed on the monthly anniversary of your Billing Date, charged to your Payment Method as described in the Cardholder Agreement.
Check your Balance		
Customer Service (Automated or Live Agent)	\$0	No fee for calling Customer Service (Automated or Live Agent) for inquiries, including balance inquiries. 1-833-693-5621.
ATM Balance Inquiry Fee – Domestic	\$0.50	Per inquiry. You may also be charged a fee by the ATM operator.
Balance Inquiry via myFloc Online Account Center	\$0	Log in to the myFloc Online Account Center at www.myfloc.com .
Withdraw Cash		
ATM Withdrawal Fee – Domestic	\$2.50	Per withdrawal. This fee is waived for the first two (2) withdrawals per calendar month at MoneyPass Network ATMs. You may also be charged a fee by the ATM operator. ATM operator surcharge fees will not apply to withdrawals made at any MoneyPass Network ATM in the U.S. This service may change and/or be withdrawn. You can avoid ATM fees if you select "DEBIT" and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores. Only Primary and Secondary Cardholders may make ATM withdrawals.
ATM Transaction Decline Fee – Domestic	\$1.00	Per declined ATM withdrawal transaction. You may also be charged a fee by the ATM operator.
Add Money to your Card Account		
Direct Deposit (ACH Deposit)	\$0	No fee. This feature is not available for use with Subaccounts.
Mobile Check Load Fee – Standard	\$0	This is a third-party fee and is subject to change. Standard text message or data rates may apply. This feature is not available for use with Subaccounts.
Move Money to and from your Card Account		
Bank Transfers – Inbound	\$0	Transfer of funds via ACH from your bank account at another financial institution to your Primary Card Account. This is a third-party fee and is subject to change. This feature is not available for use with Subaccounts.
Bank Transfers – Outbound	\$0	Per transfer. Transfer of funds via ACH from your Primary Card Account to your bank account at another financial institution. This is a third-party fee and is subject to change. This feature is not available for use with Subaccounts.
Add or Replace a Card		
Replacement Card Fee	\$5.00	Per lost, stolen, or damaged Card replaced.
Card Delivery Fee – 7-10 Business Days	\$0	No fee.
Expedited Card Delivery Fee – 3 Business Days	\$25.00	Charged in addition to Replacement Card Fee. Fee will be assessed when this service is requested with replacement Card orders.

Register your Card Account for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Pathward, National Association, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Pathward, N.A.,

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 us by calling 1-833-myFloc1 (1-833-693-5621), by mail at P.O. Box 2136, Austin, TX 78768-2136, or visit www.myfloc.com to learn more about the terms and conditions applicable to your Card Account, obtain balance information, request a copy of your transaction history, or to report an unauthorized transaction.

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 MYFLOC® VISA® PREPAID ACCOUNT" (HEREINAFTER REFERRED TO IN THIS CARDHOLDER AGREEMENT AS THE "FEE SCHEDULE"). THIS CARD ACCOUNT MUST BE SUCCESSFULLY ACTIVATED AND REGISTERED IN ORDER TO BE USED. FOR DETAILS, SEE THE "OPENING A CARD ACCOUNT (IDENTITY VERIFICATION); REGISTRATION/ACTIVATION" TERMS BELOW.

FOR QUESTIONS OR ASSISTANCE, PLEASE CALL THE CUSTOMER SERVICE TELEPHONE NUMBER AT 1-833-MYFLOC1 (1-833-693-5621) PRINTED ON THE BACK OF YOUR CARD.

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INTRODUCTION

Terms and Conditions/Definitions for the myFloc® Card account.

This document constitutes the agreement ("**Agreement**") outlining the terms and conditions applicable to the **myFloc Card** account ("**Card Account**"), and associated Card(s), issued by Pathward, N.A.

The Card Account is comprised of:

- (1) a primary card account (the "**Primary Card Account**"), which may be funded in the manner described in the section below labeled "*Loading Your Primary Card Account*," and utilized through the Card, and other features and functionality made available by the Issuer in connection with the Primary Card Account, which may be subject to separate terms and conditions governing the relevant feature or functionality; and
- (2) subaccounts associated with the Primary Card Account (each, a "**Subaccount**") that may be established in accordance with this Agreement by the Primary Cardholder, each of which may only be funded through a transfer from the Primary Card Account (see the section labeled "*Subaccounts*" for additional details) and which may, to the extent authorized by the Primary Cardholder, be utilized through the Card issued, and features and functionality made available, by the Issuer in connection with the relevant Subaccount, in each case in accordance with the terms of this Agreement.

"Account Number" means the 14-digit number used to identify your Card Account. **"Card"** means a physical myFloc Visa Prepaid Card issued by Pathward, N.A., which is associated with, and can be used to access, either the Primary Card 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. **"Issuer," "Bank," "we," "us," and "our"** mean Pathward, N.A., Member FDIC, and our successors, affiliates, or assignees. **"Netspend"** refers to Netspend Corporation, the servicer for the myFloc Card Account, and its successors, affiliates, or assignees. Any request for a Card 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," "Primary Cardholder," and "myFloc Lead"** means the person who submits an initial request for the Card Account and in whose name the Card Account is established. **"Secondary Cardholder"** or **"myFloc Insider"** means a person who, at the request of the Primary Cardholder, may access, use, and authorize the use of the Card Account, and has received a Card associated with the Primary Card Account for use, as described in the section labeled "*Secondary Cardholders*." **"myFlocTeam Member"** means a person who has received a Card associated with a Subaccount at the request of the Primary Cardholder for use as described in the section labeled "*Subaccounts*." **"Cardholder"** refers to the Primary Cardholder and any Secondary Cardholder(s) and/or myFlocTeam Member(s). **"myFloc Friend"** means a person who has received view-only access to Card Account information at the request of the myFloc Lead or myFloc Insider. **"myFloc Online Account Center"** means the website made available to you by the Bank or its service provider through which you may obtain information regarding, and otherwise manage, your Card Account.

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, 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 you are (ii) 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 fees listed in the Fee Schedule;**
- (d) **you accept the Card Account and any Cards issued in connection with the Card Account; and**
- (e) **you will ensure that any Secondary Cardholder and/or myFloc Team 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 Card 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 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 nor any Card may be re-sold. The funds in your Card Account will be, upon receipt by the Issuer, 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 (Identity Verification); Registration/Activation*"). You will not receive any interest on the 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, 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, 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

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 personal information in order for us to verify your identity and the identity of any person that you may wish to designate as a Secondary Cardholder, including name, address, date of birth, and government ID number, and we may also ask to see other identifying information. Additionally, we may require identifying information regarding any person that you may wish to designate as a myFloc Team Member. All required identification information must be provided and successfully verified in order to "Register" the Card Account or a Card ("Registration"), and each Card must be also be activated before it can be used. If your identity is partially verified, full use of the Card Account will be restricted, but you may be able to use Cards for in-store purchase transactions. Restrictions include no ATM withdrawals, no account-to-account transfers, and no additional loads. Use of the Card Account, including any Card, 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 Account and Card by calling 1-833-myFloc1 (1-833-693-5621). 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, and may also request such information regarding any Secondary Cardholder or myFloc Team Member that you may designate. 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.

ACCOUNT SET-UP AND MONTHLY FEES - EXTERNAL ACCOUNT REQUIRED

At the time you establish your Card Account, you must provide us a valid U.S. domestic Visa, Mastercard, Discover, or American Express branded credit or debit card, or external domestic account and routing number (the "Payment Method"), and you must always keep your contact information, billing information, and Payment Method information (where applicable) up to date. Changes to your billing information and Payment Method must be made through the Online Account Center. You authorize us to charge your Payment Method for the initial Account Set-Up Fee, and the Monthly Fees beginning on the last day of the month in which you open your Card Account (the "Billing Date"). You further authorize us to use a third party to process payments for the Set-Up and Monthly Fee, and consent to the disclosure of your payment information to such third party. In the event that, as of any Billing Date, you do not have a valid Payment Method on file with us, or your Payment Method does not have sufficient funds to cover the Monthly Fees owed to us as of such date, and you do not provide such a valid Payment Method to us within 30 calendar days following that Billing Date, your Card Account, including all Subaccounts, Cards, and Card Numbers, will be blocked and may not be used until such time as you provide us with a valid Payment Method which we are able to successfully charge all applicable Monthly Fees. Use of your Payment Method remains subject to the terms established by the provider of the Payment Method, and all questions, issues, or disputes regarding the Payment Method or its use must be directed to that provider.

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, except for the Account Set-Up Fee and Monthly Fee as described above, will be withdrawn from funds associated with the Primary Card Account, unless specified otherwise and except where prohibited by law. **NOTE: Fees assessed to the Primary Card Account or any Subaccount balance may bring that balance negative. Any time the balance of the Primary Card 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 Card 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 Card Account, and any funds associated with the Primary Card Account to any negative balance on any Subaccount.**

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 promptly notifying us of any change in any Cardholder's name, physical address, mailing address, email address, or phone number. Any notice of change of address or name required by this Agreement may be provided to us via email at customercare@myfloccardsupportteam.com or by telephone at **1-833-myFloc1 (1-833-693-5621)**. 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 an authorized person as a Secondary Cardholder for your Primary Card Account and may request an additional Card embossed in the name of the Secondary Cardholder. The maximum number of Secondary Cardholders is one (1). Any transactions initiated by the Secondary Cardholder are subject to the limits described in this Agreement and to the fees on the fee plan. The Secondary Cardholder will have the authority to:

- a. Load funds to the Primary Card Account;
- b. initiate any transaction on the Card Account as provided in this Agreement, including, but not limited to, withdrawing cash at ATMs;
- c. initiate transfers to or from the Card Account on behalf of the Primary Cardholder;
- d. create and close Subaccounts and authorize the issuance of associated Cards to myFloc Team Members;
- e. designate individuals as myFloc Friends to receive view-only access to Card Account information; and,
- f. initiate Bank Transfers.

You are liable for any and all usage of your Card Account, and any associated Card(s), by any Secondary Cardholder and anyone that they allow to use your Card Account, or any associated Card. Only an adult of legal age is eligible to be a Secondary Cardholder.

SUBACCOUNTS

You or the Secondary Cardholder may establish Subaccounts to be associated with your Card Account, which may be for your own use, or for one myFloc Team 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 myFloc Insider, and you may not designate a person under the age of 13 as a myFloc Team Member, or myFloc Friend.

The maximum number of Subaccounts that may be active at any time is five (5). For each Subaccount, you or the Secondary Primary Cardholder may set lower transaction limits than the standard limits applicable to Subaccounts (see the section below labeled "*Using Cards/Limitations*" for details regarding standard transaction limits). Each Subaccount will be accessible through the use of a Card that is associated only with that Subaccount, and we will issue that Card at the time that the Subaccount is established. The funds associated with each Subaccount are limited to the funds that have been loaded into the Subaccount from the Primary Card Account through the myFloc Online Account Center. Funds may not be loaded directly to the Subaccount through any other method. Any transactions initiated by any myFloc Team Member that you or the Secondary Cardholder designate are subject to the limits described in this Agreement and to the fees applicable under the fee plan. The myFloc Team Member may only access funds in the Subaccount through the use of the associated Card, and may not 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 myFloc Team Members that you designate. Only the Primary Cardholder or Secondary Cardholder may designate a myFloc Team 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).

MYFLOC FRIENDS

You or the Secondary Cardholder may designate individuals as myFloc Friends to allow them to receive view-only access to Card Account information through the myFloc Online Account Center. The maximum number of myFloc Friends that may be designated for

your Card Account at any one time is five (5). By designating an individual as a myFloc Friend, you authorize us to provide them with full viewing access to all transactions and information related to the Card Account, including, but not limited to, the name and address of each Cardholder, and any other information available through the myFloc Online Account Center. You are liable for any and all use or misuse of any information obtained through the myFloc Online Account Center by myFloc Friends that you or the Secondary Cardholder designate. **Netspend, their respective third party partners, and each of their respective employees, affiliates, agents, and service providers, will not be responsible or liable for any use or misuse of the myFloc Online Account Center, access credentials, or any information obtained through the myFloc Online Account Center, all of which will, as between us and the Primary Cardholder, be the sole obligation of the Primary Cardholder.**

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 may be used by a Primary Cardholder or Secondary Cardholder to obtain cash (see the section labeled "*Cash Access*") or by any Cardholder to make purchases at any Point-of-Sale ("**POS**") device that bears the Visa[®], Plus[®], 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*."

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

CASH ACCESS

Upon successful Registration, Primary Cardholders or Secondary Cardholders 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 Visa, Plus, or PULSE acceptance mark. **NOTE: myFloc Team Members do not have the ability to access cash through an ATM, however, they may have the ability to obtain cash back at a POS device.** ATM transactions are treated as cash withdrawal transactions. Any cash withdrawn from an ATM terminal or POS device will be subject to the limitations set forth in the section below labeled "*Using Cards/Limitations*." Subaccounts may be subject to additional limitations and restrictions as determined by the Primary Cardholder (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 a Card to obtain cash. See the Fee Schedule for more information about the fee.

LOADING YOUR PRIMARY CARD ACCOUNT

Upon successful Registration of the Primary Card Primary Cardholder and, if applicable, Secondary Cardholder, you and/or the Secondary Cardholder may add additional funds to your Primary Card Account, called "**value loading**," subject to the limitations described in the section below labeled "*Using Cards/Limitations*." There is no limit on the number of times funds may be added to your Primary Card Account in a day, but the total amount of all value loads to your Primary Card Account may not exceed \$15,000.00 during any 24-hour period and the Maximum Card Account Value at any time may not exceed \$15,000.00.

You and/or Secondary Cardholders may value load your Primary Card Account 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 Card Account using the Automated Clearing House ("**ACH**") system ("**ACH Deposit**"). In order to receive ACH Deposit value loads you must provide each of your payment providers with the Issuer's routing number and your assigned Account Number (see below for details about routing information).

Availability of certain value load methods will be subject to successful registration of the Card Account and activation of the Primary Cardholder's Card associated with the Primary Card Account. To determine which value load methods are available to you, visit the myFloc 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 Card Account from, for instance, the employer of another member of your household, or U.S. Department of Treasury payments (including joint tax refunds), you must designate that household member as a Secondary Cardholder for your Primary Card Account (see the section labeled "*Secondary Cardholders*"), and they must have an active Card in their name.

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, wire transfers, or cash mailed to us. All checks, money orders, wire transfers, 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, 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.

USING CARDS/LIMITATIONS

Card Account Access

Subject to the limitations set forth in this Agreement, you or the Secondary Cardholder may use your Card to: (1) withdraw cash from the associated Primary Card Account or Subaccount, as applicable (see the section labeled "Cash Access"); (2) load funds to your Primary Card Account (see the section labeled "Loading Your Primary Card Account"); (3) purchase or lease goods or services wherever Visa debit cards are accepted; and (4) arrange recurring or one-time transfers using services made available through eligible third-party service providers. Some of these services may not be available at all terminals.

A Card associated with a Subaccount may be used to purchase or lease goods or services wherever Visa debit cards are 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 any Cardholder's ability to make transactions or further limit the amount or number of transactions a Cardholder can make with a Card or Account Number. Any transfers to or from your Card Account which are made through the use of third-party services (including, but not limited to, bill payment, funds transfer, and mobile check load service providers) 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 an Primary Cardholder or a Secondary Cardholder, and regardless of the issuing bank.

Primary Card Account Limits:

Transaction Type	Maximum Amount	Limitation Details
ATM Cash Withdrawals	\$500.00	Per transaction; limit of six (6) transactions per day. Withdrawals are also subject to lower limits imposed by ATM owner-operator.
	\$1,000.00	Maximum withdrawal amount per day.
PIN-based or Signature-based Purchase Transactions	\$5,000.00	Per transaction.
Maximum Card Account Value	\$15,000.00	Includes Primary Card 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.
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	Varies	Limit and frequency of transfers varies based on service selected; please see third-party service terms and conditions for limits specific to the service selected.

Subaccount Limits:

Transaction Type	Maximum Amount	Limitation Details
PIN-based or Signature-based Purchase Transactions	\$1,000.00	Per transaction.
Maximum Subaccount Balance	\$2,500.00	Per Subaccount.

NOTE: The Subaccount limits above are subject to any additional limits that the Primary Cardholder or Secondary Cardholder 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, 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 myFloc Team Member permits, another person to have access to or use any Card, 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 myFloc Team 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, Card Number, and PIN, according to the terms and conditions of this Agreement. Each time you use your Card, Card Number, or another Cardholder uses their Card or Card Number, as applicable, 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 Card 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 Card Account or any Subaccount. If you have not added sufficient funds to the Primary Card Account to cover a negative balance on the Primary Card Account or any Subaccount(s) within sixty (60) days of its creation, **we have the right to cancel your Card Account, including any Subaccount(s). 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 Card Account, and any funds associated with the Primary Card Account to any negative balance on any Subaccount. In all instances described above, loads to your Primary Card 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 Card 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 their 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 the Cardholder has sufficient funds available, the Cardholder should pay for the purchase inside with the cashier. If a Cardholder uses their 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 Card 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, the Cardholder will not have access to the preauthorized amount.

If you use your Card Number without presenting your Card (such as for a mail order, telephone, or internet purchase), the legal effect will be the same as if you used the Card itself.

Cardholders may not use a Card Number or the Issuer’s routing number and your 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 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, except as otherwise permitted in this Agreement. If a Cardholder authorizes a transaction and then fails 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).

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.

If you have arranged to have ACH Deposits made to your Primary Card Account at least once every sixty (60) days from the same person or company, you can call us at **1-833-myFloc (1-833-693-5621)** 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 **1-833-myFloc1 (1-833-693-5621)** or write us at P.O. Box 2136, Austin, TX 78768-2136, 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 be cancelled after fourteen (14) days if a written request is not received. 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 the payment 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 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, or 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, or Account Number.

RETURNS AND REFUNDS

If you are entitled to a refund for any reason for goods or services obtained with your Card Account, or Card, you agree to accept credits for such refund to the account (Primary Card 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, or Card, 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 **1-833-myFloc1 (1-833-693-5621)** to request a replacement Card. You will be required to provide personal information that may include the Card Number, your name, the Secondary Cardholder or myFloc Team Member's full name (if applicable), transaction history, and similar information to help us verify identity. There will be a fee for replacing a Card, which will be assessed to the Primary Card Account. *See the Fee Schedule for more information about the fee.* Only the Primary Cardholder or Secondary Cardholder may request a replacement Card.

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

You may not use your Card Account or any Card to 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").

RECEIPTS

A Cardholder should get a receipt at the time such Cardholder makes a transaction using his or her Card. 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 **1-833-myFloc1 (1-833-693-5621)**. This information, along with a twelve (12) month history of account transactions, is also available for no fee online at www.myfloc.com.

Statements in electronic format will also be made available at www.myfloc.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 **1-833-myFloc1 (1-833-693-5621)**, or by writing to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136. You will not be charged for the written history.

CONFIDENTIALITY

We may disclose information to third parties about you, your Card Account, any Secondary Cardholder, myFloc Team Member, myFloc Friend, or Card Account transactions:

- 1) Where it is necessary for completing transactions;
- 2) In order to verify the existence and condition of the Card Account, any Card, 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;
- 5) To our employees, auditors, affiliates, service providers, or attorneys, as needed; or
- 6) (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 Card Account or the relevant Subaccount, as applicable, to complete the transaction;
- 2) If a Merchant refuses to accept a 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 Account has been blocked after you reported a Card or PIN as compromised, lost, or stolen;
- 6) If there is a hold on the funds in your Primary Card Account or the relevant Subaccount, as applicable, for any reason;
- 7) If the funds in your Primary Card 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, Primary Card 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 communications 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 Card 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 1-833-myFloc1 (1-833-693-5621), write to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136, or email us at customer-care@myflocardsupportteam.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 **1-833-myFloc1 (1-833-693-5621)** or visit www.myfloc.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.myfloc.com or call us at 1-833-myFloc1 (1-833-693-5621). 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 (Identity 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, 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 **1-833-myFloc1 (1-833-693-5621)** is the best way to minimize your possible losses. You could lose all the money in your Card Account.

Your Liability for Unauthorized Transfers

If you notify us within two (2) business days after you learn of the loss or theft of any Card or PIN, you can lose no more than \$50.00 if someone used any 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 any Card or PIN and we can prove that we could have stopped someone from using the Card 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 Visa's Zero Liability Policy, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you are not fraudulent or negligent in the handling of your Card. This reduced liability does not apply to un-Registered Cards or PIN transactions not processed by Visa. You must notify us immediately of any unauthorized use.

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 and Card 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. We also may cancel or suspend the use of one or more Cards, your Card Account, and any Card Number with or without cause or notice, other than as required by applicable law.

In the event your Card Account is canceled, closed, or terminated for any reason, so long as you used your Card Account in accordance with the terms of this Agreement, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. **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 canceled, closed, or terminated for any reason or thereafter, we may request specific documents to verify your identity and address. Any unused balance on your Card Account may be withheld until such documents are provided or until the funds escheat to the state in accordance with applicable state law.

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

As a condition of establishing and maintaining the Card Account, you are required to consent to receiving electronic Communications from us. If you withdraw

your consent, we will close your Card Account and send you a check for the remaining balance, if any, to the address on file. To request a paper copy of any Communication, please contact Customer Service. Fees for paper copies may apply, please see the Fee Schedule for details regarding specific fees.

ENGLISH LANGUAGE CONTROLS

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

CUSTOMER SERVICE

For Customer Service or additional information regarding your Card Account, please contact us at:

Netspend

P.O. Box 2136

Austin, Texas 78768-2136

1-833-693-5621

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

DISCLAIMER OF WARRANTIES

WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD ACCOUNT, INCLUDING ANY SUBACCOUNT(S), ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. From time to time the Card Account services may be inoperative, and when this happens, you may be unable to use any Cards, Account Number, or Card Numbers, or obtain information regarding the Card Account, any Card, Card Number, or any Subaccount(s), including the available balance of funds associated with the Card Account. You agree that neither we nor Netspend are responsible for any interruption of service.

WEBSITE OPERATION AND OUR AVAILABILITY

Although considerable effort is expended to make our website (including the myFloc Online Account Center) and other operational and communications channels regularly available, we do not warrant these channels to be available and error-free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including, but not limited to, the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes, and armed conflicts.

You agree to act responsibly with regard to our website and its use. You will not violate any laws, interfere with or disrupt computer networks, impersonate another person or entity, gain any unauthorized entry, or interfere with the website's systems and integrity. We shall not bear any liability whatsoever for any damage or interruptions caused by any computer viruses that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

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 or Card Number.

LIMITATION OF LIABILITY

NEITHER WE NOR OUR SERVICE PROVIDER, NETSPEND, WILL BE LIABLE TO YOU OR TO THE CUSTOMER FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR A CARD OR CARD NUMBER; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE OR NETSPEND ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OR NETSPEND OF THE POSSIBILITY OF SUCH

DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US OR NETSPEND SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD ACCOUNT.

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 Account. 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 Card 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 Card 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: Pathward, N.A., Attn: Customer Service, 5501 S. Broadband Lane, Sioux Falls, SD 57108.

Background and Scope.		
Question	Short Answer	Further Detail
What is arbitration?	An alternative to court	In arbitration, a neutral third-party arbitrator ("Arbitrator") solves Disputes in an informal hearing on an individual basis.
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. Opting out will not affect the other provisions of this Agreement.
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 individually or require individual 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, affiliates, and their successors and permitted assigns; (2) our employees, directors, officers, shareholders, members, and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.

<p>What Disputes does the Arbitration Clause cover?</p>	<p>All Disputes (except certain Disputes about this Arbitration Clause)</p>	<p>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 or the relationships between you and us and/or “Related Parties” resulting therefrom, including, but not limited to, initial claims, counterclaims, cross-claims, third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud, or other intentional wrongs), and equity. It includes claims that seek relief of any type, including damages, and/or injunctive, declaratory, or other equitable relief. 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.</p>
<p>Who handles the arbitration?</p>	<p>Usually AAA or JAMS</p>	<p>Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. The arbitration administrator will be either:</p> <ul style="list-style-type: none"> • The American Arbitration Association (“AAA”), 120 Broadway, 21st Floor, New York, NY 10271, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com. • Any other company picked by agreement of the parties. <p>If all the above options are unavailable, a court with jurisdiction 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.</p>
<p>Can Disputes be litigated?</p>	<p>Sometimes</p>	<p>Either party may bring a lawsuit if the other party does not demand arbitration. Also, any individual claim(s) by you or us in which the amount in controversy (exclusive of attorneys’ fees and costs if applicable law so provides) is properly within the jurisdiction of a small-claims court may be removed to small-claims court at the election of the opposing party by providing notice within 21 days of receiving the arbitration demand from the other party; however, if that action is transferred, removed, or appealed to a different court, a party may elect arbitration. Even if all parties have opted to litigate a Dispute in court, you or we may elect arbitration with respect to any Dispute made by a new party or any Dispute later asserted by a party in that lawsuit or in any related or unrelated lawsuit (including a Dispute initially asserted on an individual basis but modified to be asserted on a class, representative, or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Clause.</p>

Are you and we giving up any rights?	Yes	For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to: 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 in court or in arbitration. 4. Join a Dispute that you, we, or Related Parties have with a dispute that others have. 5. Bring or be a class member in a class action in court or in a class arbitration. The Arbitrator shall have no authority to conduct any arbitration inconsistent with this section or to issue any relief that applies to any person or entity except you or us or Related Parties individually.
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. You may not pursue any type of collective action or class action against us in arbitration.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and the Card Account 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. The Arbitrator is authorized to award all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive, and other equitable relief, and attorneys' fees and costs. In the event of any conflict or inconsistency between this Arbitration Clause and the administrator's rules or the Agreement, this Arbitration Clause will govern.
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; (2) we transfer or assign our rights under this Agreement, or (3) a party files for bankruptcy (if bankruptcy law permits).
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, such as a motion to compel arbitration. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop unless a court rules otherwise.

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. We will always pay amounts required under applicable law or the administrator's rules.
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. The Arbitrator will determine whether to grant such request.
What happens if a part of this Arbitration Clause cannot be enforced?	It depends	If any portion of this Arbitration Clause cannot be enforced, the rest of the Arbitration Clause will continue to apply, except in two instances. First, if a court rules that the Arbitrator can decide a Dispute on a class basis and that ruling is not reversed on appeal, then this entire Arbitration Clause (except for this sentence) will be void. Second, if a claim is brought seeking public injunctive relief and a court determines that the restrictions in this Arbitration Clause prohibiting the Arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), then the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case, the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

This Cardholder Agreement is effective December 21, 2022.

The myFloc™ Card is issued by Pathward, National Association, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Netspend is a registered agent of Pathward, N.A. Card may be used everywhere Visa® debit cards are accepted. Certain products and services may be licensed under U.S. Patent Nos. 6,000,608 and 6,189,787. Use of the Card Account is subject to activation, ID verification, and funds availability. Transaction fees, terms, and conditions apply to the use and reloading of the Card Account. See the Cardholder Agreement for details.

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