

Debit Card Transfer Service Terms and Conditions

This document constitutes the terms and conditions (the “Terms”) applicable to your access to and use of the optional debit card transfer service and related services provided by Pathward, National Association (individually and collectively, the “Service”). “Pathward N.A.” “we,” “us,” and “our” means Pathward N.A. its successors, affiliates and assigns. “You” and “your” mean the person who uses the Service. “Netspend” means Netspend Corporation, which performs certain services in support of the Service on our behalf. By accessing or using the Service you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use any portion of the Service. Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in these Terms are calendar days unless indicated otherwise.

You agree not to access or use the Service for any unlawful purpose. We reserve the right to suspend or terminate your access to, or use of, the Service at any time in the event that we detect what we reasonably believe to be fraudulent, suspicious or unlawful activity or any activity that that results in or could result in excessive returns, reversals, or errors in connection with the Service or is inconsistent with these Terms, or as we may deem necessary to attempt to prevent any such activity. We will incur no liability to you in the event that we take any such action.

IMPORTANT – THESE TERMS CONTAIN (1) AN ARBITRATION PROVISION AND (2) A WAIVER OF RIGHTS TO BRING A CLASS ACTION (SEE SECTION BELOW LABELED “ARBITRATION”). BY ACCESSING OR USING THE SERVICE, YOU AFFIRM THAT YOU AGREE TO THESE PROVISIONS.

A. Eligibility

In order to be eligible to use the Service, you must: (i) be an accountholder in good standing on an eligible prepaid or demand deposit account issued by Pathward N.A. and serviced by Netspend (“Account”); (ii) read and accept the Pathward N.A.E-SIGN Disclosure and consent to receive electronic communications sent to the valid e-mail address that you maintain on file with Pathward N.A.in connection with your Account; (iii) have a debit card that is issued in your name, enabled for use through the Visa® or Mastercard® network, and associated with a deposit account held at a U.S. financial institution by a U.S. financial institution (“Eligible Debit Card”); and (iv) read and accepted these Terms

In the event that (i) your Account is cancelled, closed, terminated or suspended for any reason, (ii) you disable or delete the email address you have registered in connection with your Account, or otherwise fail to maintain a valid e-mail address on file in connection with your Account, (iii) you do not accept, or you withdraw your acceptance of, these Terms, the Pathward N.A. E-SIGN Disclosure as each may be amended from time to time, or (iv) you withdraw your consent to receive electronic disclosures from us, we may terminate your access and you will no longer be eligible to use the Service.

The issuer of your Eligible Debit Card may also limit the use of your Eligible Debit Card with the Service. Please refer to the terms and conditions applicable to your Eligible Debit Card, and contact the issuer of your Eligible Debit Card, for information regarding any limitation that may apply.

B. Using Debit Card Transfer Services

You may use the Service to transfer funds from your Account to an Eligible Debit Card (“Push Transaction”) or to transfer funds from an Eligible Debit Card to your Account (“Pull Transaction”). To conduct a Push Transaction or a Pull Transaction (individual and collectively, a “Transfer”), the address associated with the Eligible Debit Card must match the name associated with your Account. You may not use the Service to transfer money to a third party.

Push Transactions

A Push Transaction allows you to send a one-time transfer from your Account to an Eligible Debit Card through the Visa® or Mastercard® network. The total amount of the Push Transaction, plus any applicable fee, will be charged to your Account. To send a Push Transaction, you must ensure that the available balance in your Account is sufficient to cover the requested amount of the Push Transaction plus any applicable fee. Your transfer will not be completed if you do not have enough funds in your Account to cover the transfer amount requested and the applicable Push Transaction fee. Fees for the Push Transaction are described in the section below titled “*Fee Schedule*”.

Pull Transactions

A Pull Transaction allows you to send a one-time transfer from an Eligible Debit Card to your Account through the Visa® or Mastercard® network. The total amount of the Pull Transaction, plus any applicable fee, will be charged to your Eligible Debit Card. You are responsible for ensuring that the available balance associated with your Eligible Debit Card is sufficient to cover the requested amount of the Pull Transaction plus any applicable fees. Fees for the Pull Transaction are described in the section below titled “*Fee Schedule*”. In addition to the fees that we charge, the issuer of your Eligible Debit Card may charge fees for the Pull Transaction. We are not responsible for any fees, including any overdraft fees, charged by the issuer of your Eligible Debit Card.

Processing of Transfers

Following your initiation of and payment for a Transfer, we will provide you with a receipt which will serve as your record of the Transfer (“Receipt”). Please retain the Receipt for your records by printing a copy or saving it to your local hard drive. Additionally, records of all Transfers that you initiate will be made available through your account history in the OAC and Mobile App.

You agree to regularly check your Account and relevant Eligible Debit Card for information related to Transfers, and you agree to contact us immediately if you have any questions or issues regarding any Transfer made through the Services.

Push Transactions made through the Services will be credited by the issuer of your Eligible Debit Card in accordance with the terms and conditions established by such parties. Please contact the issuer of your Eligible Debit Card, as applicable, for further information.

PATHWARD N.A. AND NETSPEND HAVE NO CONTROL OVER THE ISSUER OF YOUR ELIGIBLE DEBIT CARD CREDITS A TRANSFER TO YOUR RELEVANT ACCOUNT, AND ARE NOT RESPONSIBLE FOR ANY DELAY WITH RESPECT TO WHEN FUNDS REMITTED TO THE ISSUER OF YOUR ELIGIBLE DEBIT CARD WILL BE MADE AVAILABLE OR CREDITED TO YOU, OR ANY FAILURE OF ISSUER OF YOUR ELIGIBLE DEBIT CARD TO ACCEPT OR PROPERLY PROCESS ANY FUNDS REMITTED TO IT.

C. Fee Schedule

You agree to pay all applicable fees and charges disclosed in this Fee Schedule or otherwise disclosed in these Terms, and you authorize Pathward N.A. to debit such fees from your Account or the Eligible Debit Card you authorize us to use.

Processing Fees	
Debit Card Transfer: Push Transaction	1.5% or \$2.95 per transfer, whichever is greater
Debit Card Transfer: Pull Transaction	No fee

To the extent permitted by law, Pathward N.A. has the right to collect from you the amount of any Transfer and any applicable fees, plus any fees assessed and collection expenses, court costs and attorneys' fees.

D. Limits

The following limits apply to your use of the Service:

Limit Type	PER TRANS	DAILY		WEEKLY		MONTHLY	
	Max Dollar Value	Max Transaction Count	Max Dollar Value	Max Transaction Count	Max Dollar Value	Max Transaction Count	Max Dollar Value
Push Transactions	\$ 500	5	\$500	10	\$1000	15	\$1,500
Pull Transactions	\$ 500	5	\$500	10	\$1000	15	\$1,500

The minimum transfer amount is \$10.00.

E. Reversed Transactions and Chargebacks

You will not be permitted to cancel or reverse a Transfer once you have submitted a Transfer request to us for processing. You will be responsible and liable for any Transfer, including the amount of the Transfer, plus any applicable fees, that is later invalidated for any reason, including due to a claim, reversal, or a chargeback.

F. Loss or Theft of Mobile Device or Log-in Information

Call us at once if you believe your access to the Service has been compromised or stolen, or if the device used to access the Service has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your online login credentials have been lost or stolen, or that someone has transferred or may transfer money without your permission, call us at 1 (866) 387-7363.

G. Errors with the Service

Contact us as soon as possible if you believe an error has occurred in connection with your use of the Service. You may contact us by telephone at 1 (866) 387-7363 by email at customerservice@netspend.com, or by writing to us at Netspend Customer Service P.O. Box 2136 Austin, TX 78768-2136.

Note that you may have separate rights and/or obligations with respect to errors related to your Account or Eligible Debit Card. Please refer to your Account terms and conditions for your Account or Eligible Debit Card, as applicable, for information regarding the handling of disputes involving unauthorized transactions on your Account or Eligible Debit Card, or other errors not involving the Service.

H. Accuracy of Information

You are responsible for the accuracy of all information you provide in connection with each Transfer request you submit, including the Eligible Debit Card number and the desired transfer amount. Please carefully enter and review all information you provide to us in connection with each Transfer request. You are solely responsible for providing us with accurate information. We are not liable for any funds transferred according to the information you provide us. If you enter information incorrectly, you may lose any funds transferred accordingly.

I. Termination or Cancellation

To terminate or cancel your access to the Service, please contact us at 1 (866) 387-7363. Any payments initiated prior to your request to terminate or cancel will be completed as per these Terms. You agree that we may terminate, cancel or suspend the Service at any time and for any reason or no reason at all. The termination, cancellation, or suspension of the Service in no way affects your liability or obligations under these Terms.

J. LIMITATION OF OUR LIABILITY

WE WILL NOT BE LIABLE TO YOU FOR ANY LOSSES WHICH ARISE, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM OUR DECISION TO DECLINE A TRANSFER REQUEST OR INVALIDATE A TRANSFER FOR ANY REASON, INCLUDING CAUSES BEYOND OUR CONTROL. IN SOME INSTANCES, A TRANSFER MAY BE DECLINED IF WE RECEIVE INCOMPLETE OR INACCURATE INFORMATION. SIMILARLY, WE MAY DECLINE A TRANSFER REQUEST WHEN INACCURATE OR INCOMPLETE INFORMATION PREVENTS US FROM COMPLETING A TRANSFER OR IF FRAUD IS SUSPECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR COSTS THAT YOU INCUR AS A RESULT OF OUR DECISION TO DECLINE A TRANSFER REQUEST OR INVALIDATE A TRANSFER FOR ANY REASON OR NO REASON AT ALL.

WE WILL NOT BE LIABLE TO YOU FOR: (1) DELAYS OR MISTAKES, OR ANY CLAIMS, LOSSES, OR DAMAGES, RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, NATURAL DISASTERS, INSURRECTION, WAR, OR RIOTS; OR (2) ANY CLAIMS, LOSSES, OR DAMAGES RESULTING FROM (I) YOUR FAILURE TO COMPLY WITH THESE TERMS, (II) COMMUNICATION SYSTEM FAILURES, OR (III) FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM.

YOU AGREE THAT, IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOUR EXCLUSIVE AND MAXIMUM REMEDY FOR ANY CLAIM AGAINST US IS A REFUND OF THE TOTAL AMOUNT THAT YOU HAVE PAID TO US. NO OTHER

REMEDY IS AVAILABLE TO YOU, INCLUDING, BUT NOT LIMITED TO ANY REMEDY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY WHETHER YOUR CLAIM ARISES DUE TO OUR NEGLIGENCE, OTHER FAULT, ERROR, OMISSION OR NON-PERFORMANCE. WE ACCEPT NO RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF ANY ELIGIBLE DEBIT CARD ISSUER, OR ANY OF THEIR SERVICE PROVIDERS OR THEIR DESIGNEES. THIS PROVISION SHALL BE EFFECTIVE EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW.

K. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE AND UNDERSTAND THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THESE TERMS, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES OR RELATING TO OR ARISING OUT OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

L. Indemnification

Except to the extent that Pathward N.A. or Netspend is otherwise liable under these Terms or by law, you agree to indemnify and hold Pathward N.A. and Netspend, its shareholders, subsidiaries, affiliates, directors, officers, employees, agents, representatives, suppliers, service providers, and subcontractors, harmless from any and all losses, liabilities, claims, demands, judgments and expenses, including but not limited to reasonable attorney's fees, arising out of or in any way connected with your use of, or the provision or performance of, the Services.

M. Miscellaneous

- **Amendments.** We may, to the extent permitted by applicable law, amend these Terms at any time by posting the amended Terms at the OAC or Mobile App, and any such amendment shall be effective upon such posting, or such other time as we designate, to the OAC or Mobile App. However, if the change is made for security, fraud or risk purposes, we can implement such change immediately, without prior notice to you, provided, we will post such changes as soon as reasonably possible to the OAC or Mobile App. The current Terms are available on the OAC or Mobile App. By continuing to use and portion of the Services, including initiating any Transfers, after any such change, you agree to be bound by the amended Terms as of the effective date of such amendment.
- **Cancellation.** We may cancel or suspend all or a portion of the Service at any time without prior notice to you, except as required by applicable law.
- **Assignment.** You may not assign or transfer your rights or obligations under these Terms or your ability to access or use the Service. We may transfer our rights under these Terms.
- **Governing Law.** These Terms will be governed by and construed in accordance with the laws of the State of South Dakota without regard to its conflict of laws principles. These Terms shall not be interpreted to waive rights that cannot be waived under applicable state money transmission laws in the state where you are located.
- **Waiver/Severability.** We do not waive our rights by delaying or failing to exercise them at any time. If any provision of these Terms 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 these Terms shall not be affected.

- **Section Headings.** Section headings in these Terms are for convenience of reference only, and shall not govern the interpretation of any provision of these Terms.
- **English Language Controls.** Any translation of these Terms 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.

Entire Understanding. These Terms set forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter addressed herein, and supersede any prior or contemporaneous understandings or agreements with respect to such subject matter.

N. Customer Service

For customer service or additional information regarding the Service, please contact Netspend at:

Netspend
P.O. Box 2136
Austin, Texas 78768-2136
1-877-814-7683

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
You may leave a message for Customer Service outside these hours.

O. 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.

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 Ln, Sioux Falls, SD 57108.

Background and Scope.		
Question	Short Answer	Further Detail
What is arbitration?	An alternative to court	In arbitration, a third-party arbitrator (“Arbitrator”) solves Disputes in an informal hearing.

Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Arbitration Clause?	Yes, within 60 days	If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you purchase the Card. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card number. State that you "opt out" of the Arbitration Clause.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.
Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	This Arbitration Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Card or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.
Who handles the arbitration?	Usually AAA or JAMS	<p>Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Clause do not apply. The arbitration administrator will be either:</p> <ul style="list-style-type: none"> • The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com • Any other company picked by agreement of the parties. <p>If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p>

Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes	For Disputes subject to this Arbitration Clause, you give up your right to: <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute you have with a dispute by other consumers. 5. Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.
Can you or another consumer start a class arbitration?	No	The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Arbitration Clause must be decided in an individual arbitration or an individual small-claims action. This Arbitration Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Arbitration Clause ineffective?	No	This Arbitration Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.
Process.		
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.

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

These Terms are effective March 1, 2021.