

## FEE SCHEDULE

All fees	Amount	Details
Deposits		
Funds Transfer by Debit or Credit Card	1.5% of transaction	Fee for depositing or withdrawing funds to/from the MoneyGram Account using a debit or credit card
Using your Card outside the U.S.		
Currency Conversion or Foreign Transaction Fee	3% of transaction	Fee for converting currency for a foreign transaction
Other		
Inactivity	\$1 / month	Fee for monthly service after 12 months of not completing a transaction
Stop Payment	\$15 fee, per transaction	Fee per item to stop payment on an ACH Debit or Preauthorized Payment Transaction
Paper Statement Fee	\$7 fee, per request	Fee for receiving a paper copy of a monthly statement

### MoneyGram DDA Account by Pathward, National Association Demand Deposit Account Agreement

#### CUSTOMER SERVICE CONTACT INFORMATION:

Address: 1550 Utica Ave South, St. Louis Park, MN 55416

Phone Number: 800-922-7146

#### IMPORTANT NOTICES:

- (1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION SETTING FORTH THE RULES FOR DISPUTE RESOLUTION WITH US.
- (2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE IN YOUR ACCOUNT. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE ACCOUNT BALANCE.
- (3) BY OPENING OR MAINTAINING THIS ACCOUNT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. THIS AGREEMENT INCLUDES THE FOLLOWING DISCLOSURES (1) THE FEE SCHEDULE; (2) OUR PRIVACY POLICY, AND (3) ANY ADDITIONAL DISCLOSURES REGARDING YOUR ACCOUNT AND/OR RELATED FEATURES OR SERVICES THAT THE BANK MAY PROVIDE TO YOU FROM TIME TO TIME.
- (4) WE MAY CLOSE THE ACCOUNT AT ANY TIME, WITH OR WITHOUT CAUSE (SEE THE SECTION TITLED "ACCOUNT CLOSURE", BELOW, FOR MORE INFORMATION).

This Demand Deposit Account Agreement ("**Agreement**") sets forth the terms and conditions that govern your **MoneyGram DDA Account** ("**Account**"). "**Accountholder**", "**you**" and "**your**" means the person who has opened and owns the Account. "**We**," "**us**," "**our**" and "**Bank**" mean Pathward, National Association, a federally chartered bank, Member FDIC, and our successors, affiliates or assignees. "**MoneyGram**" refers to **MoneyGram Payment Systems, Inc.**, who performs certain services related to your Account on our behalf. Please read this Agreement carefully and keep it for future reference.

#### 1. DEFINITIONS

- "**Access Device**" means your Card, PIN, password, and any other code or device that we make available to access your Account.
- "**ACH**" means the Automated Clearing House network, a funds transfer system governed by the NACHA (National Automated Clearing House Association) rules, that provides funds transfer services to participating financial institutions.
- "**Actual Balance**" is the aggregate amount of funds in your Account according to our records, and includes electronic credits and all deposits. Your Actual Balance may be different than your Available Balance.
- "**ATM**" means Automated Teller Machine.
- "**Available Balance**" is the amount of funds in your Account available for withdrawal and authorizing transactions, which may be different than your Actual Balance. The Available Balance is reduced by 1) the amount of pending transactions, such as a point-of-sale transaction; 2) funds on hold in accordance with our Funds Availability Policy; 3) our receipt of notice that a transaction will be presented or returned; or 4) our receipt of legal process relating to your Account.
- "**Business Day**" means any day of the week that is not a Saturday, Sunday or federal holiday. Any references to "days" found in this Agreement means calendar days unless indicated otherwise. Non-Business Days are considered part of the following Business Day.
- "**Card**" means the virtual debit card that may be used to access the funds deposited in your Account as further described

in the section below titled "Using Your Account."

- **"Cash Transfer"** means a transfer of funds for deposit into your Account that is initiated at a money transmission service provider and that is subject to the terms and conditions of the money transmission service provider.
- **"Customer Service"** means the customer service we make available for your Account, available at the address, website and phone number listed in the section titled "Customer Service Contact Information."
- **"Direct Deposit"** means an ACH credit intended for, or posted to, your Account. A Direct Deposit may include payroll, pension, state or federal payments (including Social Security benefits), from your employer or other originator.
- **"EFT"** means electronic funds transfer transactions.
- **"Financial Service"** means your Account or any financial product or service made available by us through the Mobile App or otherwise in connection with your Account.
- **"Fee Schedule"** refers to the document listing fees applicable to your Account, which is attached to this Agreement as amended from time to time.
- **"Funds Availability Policy"** means the Funds Availability Policy set forth below.
- **"Item"** means service charges, electronic items or transactions, checks, drafts, preauthorized payments, automatic transfers, telephone-initiated transfers, ACH transactions, online banking transfers or bill payment instructions, adjustments, and any other instruments or instructions for the payment, transfer, or withdrawal of funds.
- **"Mobile App"** means the mobile application made available to you by the Bank or its service provider through which you may obtain information regarding, and otherwise manage, your Account. Please Note: Message and data charges may apply from your wireless service provider when using the Mobile App.
- **"Mobile Check Service"** means a service you may choose to obtain from a third party in which you negotiate a check to that third party, and the third party transfers the funds from that check into your Account through an ACH transaction.
- **"PIN"** means a Personal Identification Number used in connection with your Card to conduct Account transactions, as further described in the section below titled "Using Your Account."

## 2. ABOUT YOUR ACCOUNT

Your Account is a demand deposit checkless checking account, meaning that transfers made to or from the account may only be made electronically.

The Account is not a prepaid account or a credit product. You will not receive any interest on the funds in your Account. This Account is not designated for business use, and we may close your Account if we determine that it is being used for business purposes. We may close your Account or refuse to process any transaction involving your Account that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. You may not use your Account for any illegal transactions or any activity prohibited by this Agreement.

You agree to pay the charges as shown on the Fee Schedule. Fees assessed to your Account balance may bring your Account balance negative. Any time your Account balance is less than the fee amount being assessed to your Account or your Account balance is already negative, the assessment of the fee will result in a negative balance on your Account or increase the negative balance on your Account, as applicable. If that occurs, any subsequent deposits to your Account will first be applied to the negative balance.

Once you fund your account, you will be able to provide Pathward with instructions about the funds accessible through your account. Your funding or use of your account authorizes us to hold your funds at Pathward or act as your custodian to place your funds at one or more participating FDIC-insured banks (each a "Program Bank"). Visit [www.pathwardprogrambanks.com](http://www.pathwardprogrambanks.com) to find the most up-to-date list of Program Banks. If you do not agree to Pathward placing your funds as custodian at other Program Banks, please immediately transfer or spend **all** the funds in your account or contact Customer Service above to close your account and request your funds in the form of a paper check at no charge.

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

## 3. GETTING STARTED

### a. Verification Process

- (1) **Important information for opening an Account:** To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens an Account.
- (2) **What this means for you:** When you open an Account, we will ask for your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other documents at any time.

Accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. We may validate the information you provide to us to ensure we have a reasonable belief of your identity. If we are not able to verify your identity to our satisfaction, we will not open your Account or we may close the Account if it was

previously funded and issue a refund check to the address used to request the Account. We reserve the right to not open an Account for anyone in our sole discretion. We may also limit the number of Accounts that you have in our sole discretion. Your Account is subject to fraud prevention restrictions at any time, with or without notice.

- (3) **Eligibility and Activation:** To be eligible to use and activate this Account, you represent and warrant to us that: (i) you are citizen or permanent resident of the fifty (50) United States or the District of Columbia who can lawfully enter into and form contracts under applicable law in the state in which you reside; (ii) the personal information that you have provided to us is true, correct and complete; (iii) you have read this Agreement and agree to be bound by and comply with its terms.

- b. **Card Activation.** Your Card will be immediately and automatically activated upon the successful validation of your identity and opening of your Account.

#### 4. ACCOUNT FUNDS

##### a. Deposits and Transfers

Deposits and transfers may be made only in the form and manner we permit in our sole discretion. Only electronic deposits are permitted, as set forth in the chart below. We may, at our sole discretion, refuse to accept any deposit or transfer. If an Item you deposit is returned unpaid, we will debit your Account, and assess any other fee we pay or loss we incur. In addition, you are liable to us for all costs and expenses related to the collection of any amount from you. Funds deposited to your Account are available as described below under "Your Ability to Withdraw Funds". Cash Transfers will not be FDIC insured until we receive the funds even if we make the funds available to you prior to receipt as described below.

##### b. Limits

The following limits apply to deposits and transfers to your Account:

Deposit / Transfer Method	Definition	Limit / Frequency
<b>Direct Deposit or ACH deposits into the MoneyGram Account</b>	All incoming deposits from outside of MoneyGram, or Add Money feature in the MoneyGram Mobile App using external bank account info	\$25,000 / Day \$50,000 / Month
<b>Debit Card funding into the MoneyGram Account</b>	Add Money feature in the MoneyGram Mobile App using external Debit Card info	\$1,500 / Day \$15,000 / Month
<b>Transfer of funds out of the MoneyGram Account to another institution</b>	Transfer feature in the MoneyGram Mobile App using external bank account info	\$1,500 / Day \$15,000 / Month
<b>Transfer of funds out of the MoneyGram Account to a debit card</b>	Transfer feature in the MoneyGram Mobile App using external debit card info	\$1,500 / Day \$15,000 / Month
<b>Transfer of funds out of the MoneyGram Account using other institutions</b>	Withdrawing funds from the MoneyGram Account using other banks or institutions	\$1,500 / Day \$3,500 / Month

Deposit transactions may be subject to a fee as set forth in the Fee Schedule. If you arrange to have funds deposited directly to your Account through an ACH credit transaction, you must enroll with the entity making a payment to you by providing our routing number and your Account number. Cash Transfer providers may require you to meet certain identification requirements, including presenting your Card, in order to complete Cash Transfers. Except for the deposit transactions set forth above that you have authorized, no other person can deposit money into your Account on your behalf, and we reserve the right to reject any such deposit. We will not accept any checks, money orders or cash mailed or otherwise provided to us for deposit, or any inbound wire transfers to your Account. We are not liable for any checks, money orders or cash mailed to us.

##### c. Funds Availability Policy

Our policy is to make funds from your electronic deposits available on the Business Day we receive the deposit. But we reserve the right to delay the availability of deposits funded by ACH debit of an external bank account to allow us time to verify the external account and receive payment on collected funds. Once the funds are available, you can withdraw them in cash and we will use them to pay Card transactions and other transactions permitted on the Account. We reserve the right to refuse any deposit.

If final payment is not received on any item you deposit to your Account, or if we are required to return any direct deposit or ACH credit transaction for any reason, you agree to pay us the amount of any returned item we previously credited to your Account.

You may arrange to have funds transferred by ACH to your Account by your employer or other appropriate payor. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five (5) Business Days after we receive the deposit. Note that after we make funds available to you, and you have spent, sent or withdrawn all or a portion of the funds, you are still responsible for any problems involving your deposit.

#### **d. Preauthorized credits**

If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can find out whether or not the deposit has been made by checking your transaction history in the Mobile App or by contacting Customer Service.

#### **e. Transaction processing order**

Generally, your deposits and withdrawals are processed as follows:

- (1) Unless manual review is needed, Direct Deposits and any other ACH credits (including Cash Transfers) are added to your Available Balance at the time we receive and process the applicable ACH file or at the time we receive pending deposits that are immediately available for your use. ACH debits are deducted from your Available Balance in the order of lowest to highest dollar amount if multiple ACH debits are present in a single ACH file that we process.
- (2) Transactions received real-time during the day are processed as they occur. Debit transactions received during the day are debited from your Account as they occur if there is a sufficient Available Balance in the Account to pay them (for example, ATM and other Card transactions). Please note: Your Available Balance may not reflect every transaction you have initiated or previously authorized (e.g., pre-authorized debit transaction holds that are later released).
- (3) Fees for services we provide that have not already been debited from your Account are deducted from your Available Balance after other transactions have been processed.

Even if we provisionally post items to your Account during the day, we may treat them as if we received all of them at the end of the day.

#### **f. Third-Party transfers.**

Funds sent to us through eligible third-party service providers offering mobile check cashing services, money transmittal services, or Cash Transfers. Generally, funds that we receive from you through one of these eligible third-party service providers will be available to you when we receive the funds from the third-party service provider and have had a reasonable time to process the funds for deposit to your Account. Please see the applicable third-party service provider's terms of service for information about their processing and transmission timeframes. We may also, from time to time, enter into an arrangement with a third party service provider which permits us to make funds you deposit with us through Cash Transfers available to you prior to the time we actually receive the funds because the third party service provider has informed us that the Cash Transfer is in the process of transmittal to us. Please note that even if we make funds available to you prior to our actual receipt, those funds will not be FDIC insured until we receive them.

#### **g. Other Types of Deposits.**

Funds availability rules for other types of deposits will be disclosed to you at the time those other deposit options are offered to you.

### **5. USING YOUR ACCOUNT**

#### **a. Accessing Funds and Limitations**

Each time you use your Card or another permitted method to access funds in your Account, the Available Balance in your Account will be reduced by the amount of the transaction and applicable fees. Generally, you may not exceed the Available Balance in your Account through an individual transaction or a series of transactions. Any permissible transactions to overdraw your Account are subject to any availability of or terms applicable to courtesy coverage. If a transaction on your Account exceeds the balance of the funds available in your Account, you will remain fully liable to us for the amount of the transaction and any corresponding transaction fees(s) and agree to pay us promptly for the negative balance. If your Account has a negative balance, any deposits will be used to offset the negative balance. We may also, to the extent permitted by applicable law, use any deposit or balance on another account you have with us to offset a negative balance in your Account. If you have not deposited sufficient funds to your Account to cover the negative balance within ninety (90) days of its creation, we may close your Account. Additionally, we have the right to pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other account(s) you may have with us. If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself. The following types of electronic fund transfers are available on your Account:

- (1) **ACH Debits.** You may provide another party the ability to initiate transfers from your Account (on a one-time or recurring basis) through an ACH transaction. If you authorize the party initiating the withdrawal with advance authorization to make recurring ACH transfers to or from your Account, the transfers are referred to as "preauthorized transfers."
- (2) **Card Purchases.** You may use your Card to purchase goods and services from merchants that accept card-not-present transactions and Cards bearing an acceptance mark displayed on the Card as a method of payment.
- (3) **Account Transfers.** By using a transfer option available on your Account within the Mobile App, you may direct that funds be transferred from your Account to: (i) other accounts you own and hold with us; (ii) other accounts you own and hold at certain other financial institutions; or (iii) third-party accounts held by other people or at other financial institutions. Account transfers may be subject to separate terms and conditions applicable to the Mobile App.

**b. Limits**

The following limits apply to transactions on your Account:

Transaction Types	Definition	Limit / Frequency
Use of your Card for Purchase Transactions	Virtual card purchases including mobile wallet, in-person and online purchases	\$5,000 / Day
If you allow a third party, such as a money transmitter or other third party to make pre-authorized debits, limits may be imposed by those third parties.		

**c. Foreign Transactions**

If you make a purchase using your Card in a currency or country other than US Dollars ("Foreign Transaction"), the amount deducted from your Account will be converted by the network or card association that processes the transaction into an amount in the currency of your Account. The rate they choose is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of any fee that we charge as compensation for our services. You will be charged a fee for Foreign Transactions in U.S. dollars as disclosed in the Fee Schedule. If a Foreign Transaction results in a credit due to a return, we will not refund any Foreign Transaction Fee that may have been charged on your original purchase. Your Card may not be used in certain restricted countries as determined by us in our sole discretion.

**d. Preauthorized Transfers**

- (1) **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how: Call us with the Customer Service information above in time for us to receive your request at least three (3) Business Days or more before the payment is scheduled to be made. When you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments. There may be a fee associated with each stop payment order you give. For information about the fee, please see the Fee Schedule. To stop a recurring payment to a merchant you have preauthorized to debit your Account, you may also contact the merchant to request that the recurring payment be cancelled. If you have arranged for recurring payments to a merchant using the bill pay services available through an eligible third-party service provider, you should first contact the applicable third-party service provider to cancel the recurring payment.
- (2) **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- (3) **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**e. Our Liability for Failure to Complete Transactions**

If we do not complete a transaction to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and 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 Account to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly and you knew about the problem when you initiated the transaction;
- (5) If access to your Account has been blocked after you reported your Card or PIN lost or stolen;
- (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- (9) In the case of pre-authorized credits, the data from the third party is not received, is incomplete or erroneous; or
- (10) For any other exception stated in our Agreement with you.

#### **f. Authorization Holds**

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Account may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds. You do not have the right to stop payment on an authorized purchase transaction, except as otherwise provided herein. If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier.

### **6. CONFIDENTIALITY**

We may disclose information to third parties about your Account or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Account for a third party, such as merchant;
- (3) In order to comply with government agency or court orders, or other legal reporting requirements;
- (4) To MoneyGram, pursuant to the written permission you have given us;
- (5) To other third parties, if you give us your written permission;
- (6) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (7) As otherwise necessary to fulfill our obligations under this Agreement.

### **7. DOCUMENTATION**

#### **a. Periodic Statements**

You will be able to review Account transactions and Account statements through the Mobile App. We will send you an email that your Account statement is available in the Mobile App, and the Account statement shall be deemed received on the date that it is posted to the Mobile App. Paper statements will not be sent to you unless you request them by calling Customer Service, in which case a fee may apply, see Fee Schedule for details.

Periodic statements will be provided for each monthly cycle in which an EFT occurs. If your Account is dormant, we may stop sending you account statement emails, posting statements to the Mobile App, or mailing statements. Your Account is dormant if your Account has not had any customer-initiated activity, that is, no purchases; no cash withdrawals; no cash remittances; or no balance inquiry fees for 365 consecutive days. For security reasons, we may refuse a withdrawal or transfer from Accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization.

#### **b. Receipts**

You can get a receipt from the applicable merchant or terminal at the time you make any transfer to or from your account. You may need a receipt in order to verify a transaction with us or the merchant.

### **8. LOST OR STOLEN CARDS; UNAUTHORIZED TRANSACTIONS.**

#### **a. Contact Customer Service Immediately**

If you believe your Card or Access Device has been lost or stolen, contact Customer Service. You should also call Customer Service if you believe a transfer has been made without your permission.

#### **b. Your Liability for Unauthorized Transfers**

Tell us AT ONCE if you believe your Card or Access Device has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Calling Customer Service is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within 2 Business Days after you learn of the loss or theft of your Card or Access Device, you can lose no more than \$50 if someone used your Card, Account, or Access Device without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or Access Device, and we can prove we could have stopped someone from using your Card, Account, or Access Device without your permission if you had told us, you could lose as much as \$500. If your Card, or Access Device has been lost or stolen, we will deactivate your Card or Access Device, as applicable, and issue you a new one to keep losses down.

Also, if your statement shows transfers that you did not make, including those made by your Card or other means, tell us at once. If you do not tell us within 60 days after the statement was delivered to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told 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.

#### **c. In case of errors or questions about your Electronic Transfers**

Contact Customer Service as soon as you can if you think an error has occurred in your Account. You must contact us no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. You will need to tell us:

- (1) Your name and Card or Account number;
- (2) A description of the error or the transaction you are unsure about;
- (3) An explanation of why you believe it is an error or why you need more information; and
- (4) The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 10 Business Days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If you have any further questions regarding our error resolution procedures, please contact Customer Service.

#### **d. Your Liability for Unauthorized Visa Transactions**

Under Visa's Zero Liability Policy, your liability for unauthorized transactions on using your Card is \$0.00 if you notify us immediately and are not grossly negligent or fraudulent in the handling of your Card. These provisions limiting your liability do not apply to debit transactions not processed by Visa or foreign ATM withdrawals.

### **9. ADDITIONAL TERMS OF THE AGREEMENT**

#### **a. Returns and Refunds**

If you are entitled to a refund for any reason for goods or services purchased with your Account, the return and refund will be handled by the merchant. If the merchant credits your Account, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs. We are not responsible in any way for any goods or services you decide to purchase, including without limitation, their quality, safety, legality or delivery. We will not become involved in any dispute involving such goods or services. You also agree to release us and our respective directors, officers, employees and agents from any and all claims, demands and damages between persons using and accepting the Card associated with your Account, including any claims, demands or damages arising out of or related to the purchase or sale of goods or services.

#### **b. Card Replacement and Expiration**

If you need to replace your Card for any reason, please contact Customer Service (fees may apply, see the Fee Schedule). You will be required to provide personal information which may include your Card number, full name, transaction history, and similar information to help us verify your identity. Please see the Fee Schedule for any applicable fees to replace your Card. Please note that your Card has a "Valid Thru" date on the front of the Card. You may not use the Card after the "Valid Thru" date on the front of your Card. You will not be charged a fee for replacement Cards that we send due to expiration of the Card.

**c. Additional Cards/Authorized Users**

The Account may only be owned and titled in the name of one individual. Account ownership is nontransferable. The Account cannot be owned or titled jointly, by an organization, as "Payable on Death" or "In Trust For". You may not permit another person to have access to your Card or Account other than by requesting us to issue an additional Card that will access the funds in your Account to another person. If you do, that person will be an "authorized user" on the Account and will be able to create Card transactions or other transactions that debit the Account, make deposits to the Account and have access to information about the Account and Cards and to engage in transactions through the Mobile App. If you do provide access to your Card or Account, or authorize us to issue another Card on your Account, you are liable for all transactions conducted using the Card and any additional Card or the Account. You are wholly responsible for the use of each Card and Account according to the terms of this Agreement, subject to the terms of this Agreement and applicable law.

**d. Communications**

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you with any contact information you provide to us, including cellular and wireless phone numbers, landline numbers, and email addresses. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us. Please note, opening and maintaining the Account requires your consent to receive electronic communications from us. If you do not consent or withdraw your consent to electronic communications, we may terminate your Account.

**e. Change of Address**

You are responsible for notifying us immediately upon any change to your address or email address. If your address changes to a non-US address, we may close your Account and return funds to you in accordance with this Agreement. You are responsible for notifying us of any change in your physical address, mailing address, email address, phone number, or your name, no later than two (2) weeks after said change. 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 e-mail messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your e-mail account available to any other individual, you agree that you are responsible for any release of any Account information to such individual. It is your sole responsibility to ensure that the e-mail address you provide to us is current and accurate. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current e-mail address.

**10. LEGAL NOTICES**

**a. English Language Controls**

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

**b. Account Closure**

You may close your Account by contacting Customer Service. Your request for Account closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Account be closed, we will issue you a credit for any remaining balance on your Account, subject to any fees (see your Fee Schedule for applicable fees, if any). We reserve the right to close your Account should you complete or attempt to complete any of the prohibited actions in this Agreement.

We may close your Account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obligated to do so unless required by law. If we close your Account, we will, unless otherwise required by law, send you a check for your final balance, if any, minus any applicable Account fees and charges. If your Account balance is insufficient to pay applicable Account fees and charges owed to us, you will continue to be liable to us for the unpaid amount until it is paid in full. Your obligations for transactions conducted prior to Account closure will survive the closure of the Account.

**c. Disclaimer of Warranties**

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OUR SERVICES OR ANY FINANCIAL SERVICE OR RELATING TO OR ARISING OUT OF THIS



AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**d. Assignability**

You may not assign or transfer your Account or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card account. If we assign our rights, you will get a notification from us.

**e. Amendment and Cancellation**

We may change this Agreement at any time. We may add new terms or delete or amend existing terms, add new services and discontinue existing services, or convert existing services into new services. We will give you reasonable notice in writing or by any method permitted by law of an adverse change to this Agreement. However, if the change is made for security purposes, we can implement such change without prior notice unless otherwise required by law. We may, but are not required to, notify you of changes that we make for security reasons or that we believe beneficial or otherwise not adverse to you. When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your Account. If you continue to use your Account or keep it open, you are deemed to have accepted and agreed to any changes, as of the effective date of any such change.

**f. Legal Process**

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 relating to you or your Account which we believe to be legally valid. You agree that we will honor valid legal process that is served personally, by mail, or by facsimile transmission. You agree that we will have no liability to you for honoring any such legal process. You also agree that you will be obligated to assert any claims of exemption you may have under state or federal law and that we will have no obligation to assert the same on your behalf except to the extent required under any applicable state or federal law. We will also have and may enforce our right of setoff and security interest against any of your Accounts in order to reimburse us for any sums owed to us. We may refuse to permit withdrawals or transfers from your Account until such legal process is satisfied or dismissed even if such action results in insufficient funds to satisfy an obligation you may have incurred. 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 we believe to be valid. When we receive an order instructing us to restrict access to funds in an Account, we may remove the funds from the Account and maintain them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine Account fees and rates.

**g. Other Terms**

We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is 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 is governed by the law of the state of South Dakota except to the extent governed by federal law. With the exception of disputes subject to the Arbitration Clause below, any disputes relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the federal and state courts located in the state of South Dakota. You acknowledge and agree that we will have a right of setoff to apply the funds in your Account to any debt that you owe to us. You further grant us a security interest in all of your funds in our possession as collateral for any sums that you owe us under this Agreement. Should your Account have a remaining balance after a certain period of time, we may be required to remit the remaining funds to the appropriate state agency. This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter addressed herein, and supersedes any prior contemporaneous understandings or agreements with respect to such subject matter.

**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 SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE DISPUTE CLAUSE SET FORTH IN THE FOLLOWING SECTION, IF APPLICABLE, WHICH CONTAINS ITS OWN SEPARATE 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 Ln, Sioux Falls, SD 57108.

<b>Background and Scope.</b>		
<b>Question</b>	<b>Short Answer</b>	<b>Further Detail</b>
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 acquire the Account. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card or 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.
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 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. <b>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.</b>
Who handles the arbitration?	Usually AAA or JAMS	Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. The arbitration administrator will be either: <ul style="list-style-type: none"> <li>• The American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, New York, NY 10271, <a href="http://www.adr.org">www.adr.org</a>.</li> <li>• JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018,</li> </ul>

		<p><a href="http://www.jamsadr.com">www.jamsadr.com</a></p> <ul style="list-style-type: none"> <li>Any other company picked by agreement of the parties.</li> </ul> <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>
Can Disputes be litigated?	Sometimes	<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.</p> <p>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	<p>For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to:</p> <ol style="list-style-type: none"> <li>Have juries decide Disputes.</li> <li>Have courts, other than small-claims courts, decide Disputes.</li> <li>Serve as a private attorney general or in a representative capacity in court or in arbitration.</li> <li>Join a Dispute that you, we, or Related Parties have with a dispute that others have.</li> <li>Bring or be a class member in a class action in court or in a class arbitration.</li> </ol> <p>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.</p>
Can you or another consumer start a class arbitration?	No	<p><b>The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis.</b> All Disputes subject to this Arbitration Clause must be decided in an <b>individual</b> arbitration or an <b>individual</b> small-claims action. You may not pursue any type of collective action or class action against us in arbitration.</p>
What law applies?	The Federal Arbitration Act ("FAA")	<p>This Agreement and the 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.</p>

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).
<b>Process.</b>		
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 Card or Account number or identification 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.
<b>Arbitration Fees and Awards.</b>		
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.
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Pathward, N.A., Member FDIC, 5501 S. Broadband Lane, Sioux Falls, SD 57108  
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