# Reloadable Visa® Prepaid Card Fee Summary

| Monthly Fee | Per Purchase | ATM Withdrawal | Cash Reload |
|---|---|---|---|
| **$4.95*** | **$0** | **$0** in-network<br>**$2.50** out-of-network | **$4.95†** |

| | |
|---|---|
| ATM balance inquiry | $0 |
| Customer service | $0 |
| Inactivity | $0 |
| **We charge 3 other types of fees.** Here are some of them: | |
| Foreign Transaction Fee | 3% |
| Card Replacement | $10 |

* Monthly fee is waived in any rolling 30 day period in which a reload is made.

† This fee can be lower depending on how and where this card is used.

**No overdraft/credit feature.**

Your funds are eligible for FDIC insurance.

For general information about prepaid accounts, visit *cfpb.gov/prepaid.* Find details and conditions for all fees and services in the Cardholder Agreement, or call **855-887-1835** or visit **YCNcard.com**.

**List of all fees ("Long Form") for Reloadable Visa® Prepaid Card**

| All fees | Amount | Details |
|---|---|---|
| **Get Started** | | |
| Card purchase | $9.95 | Fee of up to $9.95 when purchasing your card. Fee can be lower depending on where it is acquired. Fee varies by Financial Institution. Fee assessed by third-party and is not assessed to the card. |

| | | |
|---|---|---|
| Secondary Card Purchase Fee | $9.95 | Fee of up to $9.95 per optional secondary card. Fee can be lower depending on where it is acquired. Fee varies by Financial Institution. Fee assessed by third-party and is not assessed to the card. |
| **Monthly Usage (Primary Card only)** | | |
| Monthly Maintenance fee | $4.95 | **Unless a reload is made in the first 30 days, the fee will begin 31 days after activation. Monthly fee is waived in any rolling 30 day period in which a reload is made. To avoid this fee, reloads must occur within 30 days of each other.** |
| **Add Money (Primary Card only)** | | |
| Direct Deposit | $0 | No charge to reload your Card via direct deposit. |
| In Branch Reload at participating financial institutions | $2 | Fee of up to $2 when reloading your card at a participating Financial Institution. Fee can be lower depending on where it is loaded. Fee varies by Financial Institution. Fee assessed by third-party and is not assessed to the card. |
| Cash Reload | $4.95 | Fee of up to $4.95 may be collected by reload agents when reloading your Card at those locations. This fee is charged by the reload agent and is subject to change. This fee is not deducted from your Card account and will not be reflected in any transaction histories. Locations can be found at YCNcard.com. |
| **Get Cash** | | |
| ATM withdrawal (in-network) | $0 | "In Network" refers to MoneyPass ATM network. Locations can be found at YCNcard.com. You will not be charged a fee by us or the ATM operator. |
| ATM withdrawal (out-of-network) | $2.50 | This is our fee. “Out of Network” refers to all the ATMs outside of the MoneyPass Network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. |
| Over-the-Counter Cash Withdrawal | $2.50 | This is our fee. Third-party fees may apply. |
| **Using your Card outside the U.S.** | | |
| Foreign Transaction Fee | 3% | You will be charged 3% of the U.S. dollar amount of each transaction. Transactions in U.S. territories may be considered Foreign Transactions. |
| ATM withdrawal | $2.50 | You may also be charged a fee by the ATM operator, even if you do not complete a transaction. A 3% foreign transaction fee will also be applied. |
| Over-the-Counter Cash Withdrawal | $2.50 | This is our fee. Third-party fees may apply. A 3% foreign transaction fee will also be applied. |
| **Third-Party fees** | | |
| Delayed Funding - Mobile Check Load (via Ingo) | $0 | We do not charge you this fee. This fee is charged by an unaffiliated third-party and may be subject to change without notice. |
| Expedited Funding - Mobile Check Load (via Ingo) | Greater of 4% or $5.00 | Per check load. Percentage taken of total check amount. Fee deducted from check total prior to loading your Card account. This is a third-party fee and is subject to change. This fee is not deducted from the Card account and will not be reflected in any transaction histories. Standard text message or data rates may apply. |
| Visa ReadyLink Cash Load | $3.95 | We do not charge you this fee. This fee is charged by an unaffiliated third-party and may be subject to change without notice. |
| Western Union Cash Load | $3.95 | We do not charge you this fee. This fee is charged by an unaffiliated third-party and may be subject to change without notice. |
| Green Dot Cash Load | $4.95 | We do not charge you this fee. This fee is charged by an unaffiliated third-party and may be subject to change without notice. |
| **Other** | | |
| Card Replacement | $10 | Card will arrive within 7-10 business days. There is no additional cost to obtain a replacement card at expiration. |

Your funds are eligible for deposit insurance up to the applicable limits by the Federal Deposit Insurance Corporation (“FDIC”). Your funds will be held at Pathward, N.A.. In the event the FDIC were to be appointed as a receiver for Pathward, 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 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 (https://edie.fdic.gov/)**. For more information, see also **https://www.fdic.gov/deposit/deposits/prepaid.html (https://www.fdic.gov/deposit/deposits/prepaid.html)**

No overdraft/credit feature.

Contact Customer Service by calling **855-887-1835**, by mail at Card Services, PO Box 91607, Sioux Falls, SD 57109, or visit YCNcard.com.

For general information about prepaid accounts, visit 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 cfpb.gov/complaint.

**Reloadable Visa® Prepaid Card Cardholder Agreement**
**CUSTOMER SERVICE CONTACT INFORMATION:**
**Address:** Card Services, PO Box 91607, Sioux Falls, SD 57109
**Website:** YCNcard.com
**Phone Number:** 855-887-1835
**IMPORTANT NOTICES:**
(1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
(2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON THE CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE CARD BALANCE.
(3) BY ACCEPTING, SIGNING, OR USING THIS CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.
(4) IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE CARD. SAVE YOUR RECEIPT AND CANCEL THE CARD BY CALLING CUSTOMER SERVICE AND REQUESTING A REFUND CHECK, IF APPLICABLE.
(5) BY USING THIS CARD, YOU ARE ALSO AGREEING TO PATHWARD, NATIONAL ASSOCIATION'S PRIVACY POLICY (ATTACHED).

This Cardholder Agreement ("**Agreement**") sets forth the terms and conditions under which the Reloadable Visa Prepaid Card ("**Card**") has been issued to you by Pathward, National Association, which includes a "**Primary Card**", and may include any linked secondary cards "**Secondary Card**" you may purchase. Unless specified as Primary or Secondary, general references to "Card" mean both the Primary Card and Secondary Card associated with this program. "**You**" and "**your**" means the person or persons who have received and are authorized to use the Card as provided for in this Agreement. "**We**," "**us**," and "**our**" mean collectively, Pathward, National Association, Member FDIC, and its divisions or assignees. "Financial Institution" means the bank or credit union where you purchase or load your Card. The Card is nontransferable, and it may be canceled at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference. Your full fee schedule, otherwise known as the "**Long Form,**" is attached to and considered part of this Agreement.

**1. ABOUT YOUR CARD**

Your Card is a prepaid card, which allows you to access funds loaded to your Card account. You should treat your Card with the same care as you would treat cash. We encourage you to sign your Card when you receive it. This Card is intended for personal, family, or household use and not intended for business purposes. Your Card account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. You will not receive any interest on the funds in your Card account. We may close your Card or refuse to process any transaction that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. You are responsible for notifying us immediately upon any change to your address, phone number, or email address. If your address changes to a non-US address, we may cancel your Card and return funds to you in accordance with this Agreement.

**2. VERIFYING YOUR PRIMARY CARD**

**Important information for opening a Primary Card 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 a Primary Card.

**What this means for you:** When you request a Primary Card, 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. You may be limited in use and features until we have been able to successfully verify your identity.

**Eligibility and Activation:** To be eligible to use and activate the Card, you represent and warrant to us that: (i) you are at least 16 years of age for the Primary Card and 13 years of age for the Secondary Card; (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.

**3. UNAUTHORIZED TRANSACTIONS**

**a. Contact in Event of Unauthorized Transfer:** If you believe your Card has been lost or stolen, call or write Customer Service IMMEDIATELY at the contact information found at the beginning of this Agreement.

**b. Your Liability for Unauthorized Transactions:** Tell us AT ONCE if you believe your Card 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, you can lose no more than $50 if someone used your Card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as $500. Also, if your electronic history 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 earlier of the date you electronically accessed your account (if the unauthorized transfer could be viewed in your electronic history), or the date we sent the FIRST written history on which the unauthorized transfer appeared, 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.

**Your Card may have some additional protections against unauthorized use:** Visa Zero Liability policy covers U.S.-issued Visa-branded Cards only and does not apply to ATM transactions, PIN transactions not processed by Visa, certain commercial card transactions, or unregistered cards. You must notify us promptly of any unauthorized use. For additional details visit www.visa.com/security.

**c. Business Days:** For purposes of this Agreement, our business days are Monday through Friday, excluding Federal holidays. Customer Service hours may differ.

**4. USING YOUR CARD**

**a. Accessing and Loading Funds:** Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and applicable fees. 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. You may use your Card to purchase or lease goods or services wherever your Card is honored as long as you do not exceed the value available in your Card account.

**Your Card can also be used to:** (1)make general purchases and withdraw cash from your Card account; (2) load funds to your Card account through the Primary Card; and (3) pay bills directly [by telephone] from your Card account.

**You CANNOT use your Card to:** (i) exchange your Card for its cash value; (ii) perform any illegal transactions; (iii) use the bank routing number and account number to make a debit transaction with any item processed as a check (these debits will be declined and your payment will not be processed); or (iv) make business-related transactions. In addition, YOU ARE NOT PERMITTED TO EXCEED THE AVAILABLE AMOUNT IN YOUR CARD ACCOUNT THROUGH AN INDIVIDUAL TRANSACTION OR A SERIES OF TRANSACTIONS. Nevertheless, if a transaction exceeds the balance of the funds available in your Card account, you will remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. If your Card has a negative balance, any deposits will be used to offset the negative balance. We may also use any deposit or balance on another Card you have with us to offset a negative balance on this Card.

**Loading the Primary Card account:** You may add funds to your Primary Card, called "loading," by: (i) Automated Clearing House ("ACH") loads (e.g., direct deposit); (ii) Loading cash through one of our reload locations (a list is available at YCNcard.com); (iii) Loading cash through participating Financial Institutions. See the Limits table below for limitations on amount and frequency for different load methods. Each load may be subject to a fee as set out in the Long Form. If you arrange to have funds transferred directly to your Primary Card from a third-party through an ACH load, you must enroll with the third-party by providing the bank routing number and direct deposit account number that we provide you. **The only federal payments that may be loaded to your Primary Card via ACH credit are federal payments for the benefit of the primary cardholder. If you have questions about this requirement, please call Customer Service.** We will reject any loads that exceed the maximum balance allowed on your Card. There are also maximum load restrictions we may place on your Primary Card when aggregated with any other Cards you have. You agree to present your Card and meet identification requirements to complete load transactions as may be required from time to time. **Please note: funds cannot be directly loaded to Secondary Cards. Secondary Cards are only used to access funds in the main Primary Card account.**

**Split Transactions:** If you do not have enough funds available in your Card account, you may be able to instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called "split transactions." Some merchants do not allow cardholders to split transactions or will only allow you to do a split transaction if you pay the remaining amount in cash.

**b. Limits**

| **Load, Withdrawal and Spend Limits*** | |
|---|---|
| **Load Limitations (Primary Card only)** | **Limit** |
| Maximum Card balance at any time | $10,000 |
| Total number of times you can reload your Card | 3 times per day |
| ACH Credit / Direct Deposit | $5,000 reload per day |
| Minimum Load at participating Financial Institution | $10 reload |
| Maximum Load at participating Financial Institution | $5,000 reload per day |
| Mobile Check Load (via mobile phone - Data and text rates may apply) | $5,000 reload per day |
| Cash Deposit | $1,000 reload per day |
| **Withdrawal Limitations**** | **Limit** |
| Total number of ATM, Point of Sale Cashback, or over the counter cash withdrawals | Three (3) cash withdrawals from each transaction type, and no more than nine (9) times per day |
| Maximum amount of ATM or Point of Sale Cashback Withdrawal | No more than $500 total per twenty-four (24) hours |
| Maximum amount of over the counter cash withdrawal | No more than $2,500 total per twenty-four (24) hours |
| **Spend Limitations**** | **Limit** |
| Maximum amount in Point of Sale Signature or Point of Sale PIN Transactions | $2,500 point of sale limit |

* Third parties may impose additional limitations.
**Limits apply separately to the Primary and Secondary Card.

**c. Foreign Transactions:** If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued ("Foreign Transaction"), the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of your Card. 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 Foreign Transaction fee in U.S. dollars equal to 3% on the total amount of the transaction. If the 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.

**d. Secondary Cards:** You may authorize up to two (2) additional Cards, called Secondary Cards. These Cards will access funds in your main Primary Card account. Secondary Cardholders may register their Cards in their name. Secondary Cards are restricted to the following uses: (1) general purchases and cash withdrawals; and (2) paying bills directly [by telephone] from your Card account. Use of Secondary Cards is subject to the same restrictions on your Primary Card, and we may hold you and/or any Secondary Cardholders liable for misuse of the Secondary Cards.

**5. CONFIDENTIALITY**

We may disclose information to third parties about your Card 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 Card 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) If you give us your written permission; (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or (6) As otherwise necessary to fulfill our obligations under this Agreement.

**6. DOCUMENTATION**

**a. Receipts:** You may be able to get a receipt at the time you make any transfer to or from your account using an ATM or point-of-sale terminals. You may need a receipt in order to verify a transaction with us or the merchant.

**b. Account History and Balance:** You may obtain information about your Card balance by calling Customer Service. This information, along with a 12-month history of account transactions, is also available online at the Website mentioned above. You also have the right to obtain at least 24 months of written history of account transactions by calling or by writing Customer Service. You will not be charged a fee for this information unless you request it more than once per month.

**7. TRANSACTIONS AND PREAUTHORIZED TRANSFERS**

**a. Right to stop payment and procedure for doing so:** If you have told us in advance to make regular payments out of your Card account, you can stop any of these payments. Call or write to Customer Service with the contact information located at the beginning of this Agreement in time for us to receive your request three 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 14 days after you call.

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

**c. 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.

**d. Our liability for failure to complete transactions:** If we do not complete a transaction to or from your Card account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and damages proximately caused by us. 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 Card 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 Card 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; or (9) For any other exception stated in our Agreement with you.

**e. ATM Fees:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**f. 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, the person or company making the deposit should tell you every time they send us the money. You can call Customer Service to find out whether or not the deposit has been made.

**g. Authorization Holds:** With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card 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.

**8. ERROR RESOLUTION PROCEDURES**

**In Case of Errors or Questions about Your Prepaid Account:** Call or write Customer service at the Phone Number, Address, or Website mentioned above as soon as you can, if you think an error has occurred in your prepaid account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your 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. In any case, we may limit our investigation of any alleged error that you do not report to us within 120 days of the posted transaction. You may request a written history of your transactions at any time by calling or writing us Customer Service. You will need to tell us: (1) Your name and prepaid account or Card number. (2) Why you believe there is an error, and the dollar amount involved. (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 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 that we used in our investigation. If you need more information about our error-resolution procedures, call Customer Service or visit our Website.

**9. ADDITIONAL TERMS OF THE AGREEMENT**

**a. Personal Identification Number ("PIN"):** You will receive a Personalized Identification Number ("PIN") by calling Customer Service. You should not write or keep your PIN with your Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should contact Customer Service immediately.

**b. Returns and Refunds:** If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, 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 for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

**c. Card Replacement and Expiration:** If you need to replace your Card for any reason, please contact Customer Service. See Long Form for applicable fees. 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. However, even if the "Valid Thru" date has passed, the available funds on your Card do not expire. You will not be charged a fee for replacement cards that we send due to expiration of the Card.

**d. Authorized Users:** If you allow another person to use the Card, you will be responsible under this Agreement for all transactions made by that person, regardless of whether you intended to be responsible for all of them, as well as all associated fees and charges, even if any of those transactions, fees or charges caused your balance to go negative.

**e. 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.

**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 Card at any time by contacting Customer Service. Your request for Card closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Card account be closed, we will issue you a credit for any unpaid balances, subject to fees as disclosed in the Long Form. We reserve the right to close your Card account should you complete or attempt to complete any of the prohibited actions in this Agreement.

**c. Assignability:** You may not assign or transfer your Card 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.

**d. Legal Process:** Regardless of where or how we are served, we will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant we believe to be valid relating to you or your Card. You agree that we will honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Card account records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will enforce a right of security interest against any of your Card accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. We may deduct such expenses from your Card

account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds in a Card account, we may remove the funds from the account and maintain them separately.

**e. Other Terms:** You will be notified of any change to this Agreement in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We 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 will not be affected. This Agreement will be governed by the law of the state of South Dakota except to the extent governed by federal law. Should your Card have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency.

**11. 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.**

**12. 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. 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 [Card, account, application, etc.] 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.** |
| 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:<br>The American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, New York, NY 10271, www.adr.org (http://www.adr.org/).<br>JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com (http://www.jamsadr.com/)<br>Any other company picked by agreement of the parties.<br>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. |
| Can Disputes be litigated? | Sometimes | 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.<br>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. |
| Are you giving up any rights? | Yes | For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to:<br>Have juries decide Disputes.<br>Have courts, other than small-claims courts, decide Disputes.<br>Serve as a private attorney general or in a representative capacity in court or in arbitration.<br>Join a Dispute that you, we, or Related Parties have with a dispute that others have.<br>Bring or be a class member in a class action in court or in a class arbitration.<br>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 <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. 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 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 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, 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. |

Prepaid card is issued by Pathward, N.A., Member FDIC, pursuant to a license from Visa U.S.A. Inc.
© 2018-2022 Pathward, N.A.
*(11/22)*

Rev. 06/22

| | |
|---|---|
| **FACTS** | WHAT DO PATHWARD FINANCIAL, INC. AND PATHWARD, NATIONAL ASSOCIATION DO WITH YOUR PERSONAL INFORMATION? |
| **Why?** | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. |
| **What?** | The types of personal information we collect and share depend on the product or service you have with us. This information can include:<br>▪ Social Security number and Income<br>▪ Account balances and Transaction history<br>▪ Credit history and Assets<br>When you are *no longer* our customer, we continue to share your information as described in this notice. |
| **How?** | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Pathward Financial, Inc. and Pathward, National Association choose to share; and whether you can limit this sharing. |

| **Reasons we can share your personal information** | **Does Pathward share?** | **Can you limit this sharing?** |
|---|---|---|
| **For our everyday business purposes** - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| **For our marketing purposes** - to offer our products and services to you | Yes | No |
| **For joint marketing with other financial companies** | Yes | No |
| **For our affiliates' everyday business purposes** - Information about your transactions and experiences | No | We do not share |
| **For our affiliates' everyday business purposes** - Information about your creditworthiness | No | We do not share |

| | | |
|---|---|---|
| **For our affiliates to market to you** | No | We do not share |
| **For nonaffiliates to market to you** | No | We do not share |

| | |
|---|---|
| **Questions?** | **Call 833-898-0023 or go to www.pathwardprivacypolicy.com** |
| **Page 2** | |

| | |
|---|---|
| **Who we are** | |
| **Who is providing this notice?** | Pathward Financial, Inc., and Pathward, National Association (together, “Pathward”). |
| **What we do** | |
| **How does Pathward protect my personal information?** | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. |
| **How does Pathward collect my personal information?** | We collect your personal information, for example when you<br>▪ Open an account or Apply for a loan<br>▪ Make deposits or withdrawals from your account or Provide account information<br>▪ Make a wire transfer<br>We also may collect your personal information from others, such as credit bureaus, affiliates, or other companies. |
| **Why can't I limit all sharing?** | Federal law gives you the right to limit only<br>▪ Sharing for affiliates’ everyday business purposes—information about your creditworthiness<br>▪ Affiliates from using your information to market to you<br>▪ Sharing for nonaffiliates to market to you<br>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law. |
| **Definitions** | |
| **Affiliates** | Companies related by common ownership or control. They can be financial and nonfinancial companies.<br>▪ *Pathward does not share with our affiliates.* |
| **Nonaffiliates** | Companies not related by common ownership or control. They can be financial and nonfinancial companies.<br>▪ *Pathward does not share with nonaffiliates so they can market to you.* |
| **Joint Marketing** | A formal agreement between nonaffiliated financial companies that together market financial products or services to you.<br>▪ *Our joint marketing partner (s) include nonaffiliated financial companies that we may partner with to jointly market financial products or services to you.* |
| **Other important information** | |

**For California and Vermont Residents**: We will not share personal information we collect about you with affiliated and nonaffiliated third parties, except as permitted by law, including, for example, for our own marketing purposes, our everyday business purposes, or with your consent.
**For Vermont Residents**: We will not share your credit information or information about your creditworthiness, transactions, or experience, other than as permitted by Vermont law, unless you authorize us to make those disclosures.
**For Nevada Residents**: We are providing you this notice under state law. You may be placed on our internal Do Not Call List by contacting the Privacy Department and requesting an Opt Out of Marketing. If you would like more information about our telemarketing practices and the Nevada Law, you may contact us at Pathward, N.A., Attn: Privacy Department, 5501 S. Broadband Lane, Sioux Falls, South Dakota 57108, and phone number: 833-898-0023. For more information on this law, you may contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Ave., Suite 3900, Las Vegas, NV 89101; phone number: 702.486.3132; email: aginfo@ag.nv.gov.

Prepaid cards are issued by Pathward, N.A., Member FDIC, pursuant to a license from Visa® U.S.A. Inc. and pursuant to license by Mastercard® International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. Use everywhere Visa debit and Debit Mastercard are accepted. Gift Cards valid only in the U.S. and have no cash access. Incentive Cards have no ATM or cash access.

Copyright © 2025 Pathward, N.A.