

**List of all fees ("Fee Schedule") for FasterMoney® Visa® Prepaid Card**

All fees	Unverified Cards	Verified Cards	Details
Monthly Usage			
Monthly Fee	\$7.95	\$7.95	This fee begins when your card is loaded with funds unless you received a tax refund advance. If you received a tax refund advance, your monthly fee will be assessed 30 days after your tax refund advance load. Monthly fee is waived in months in which you have a direct deposit load of \$500 or more.
Spend Money			
Signature debit Transactions	\$0	\$0	There is no fee to use your card for Point-of-Sale Signature transactions.
PIN debit Transactions	\$0.75	\$0.75	Fee assessed when you use your PIN at Point-of-Sale transactions.
Get Cash			
ATM withdrawal (in-network)*	\$2.50	\$2.50	"In Network" includes MoneyPass ATM locations. For locations, visit www.myfastermoney.com. Fee is waived if you make one non-tax refund load (Qualified Load) or receive a Refund Advance Loan load to the card.*
ATM withdrawal (out-of-network)*	\$2.50	\$2.50	"Out-of-network" refers to all the ATMs outside of In-Network locations. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.*
Bank Teller Cash withdrawal (U.S. or International)	1.5%	1.5%	Of the withdrawal value. Foreign Transaction Fee may also apply.

**Using your Card outside the U.S.**

Foreign Transaction Fee	N/A	3%	Of the U.S. dollar amount of each transaction. Only available for Verified Cards.
International ATM withdrawal	N/A	\$2.50	This feature is only available on Verified Cards. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. Foreign Transaction Fee may also apply.
Other			
Card Replacement	\$9.95	\$9.95	7-10 Business Days for standard delivery.
Check Refund Fee	\$9.95	\$9.95	Charged when you initiate closure of your card account and any remaining funds are sent to you via check.
Express Shipping	\$9.95	\$9.95	2 day shipping. Fee may be assessed in addition to a standard Card Replacement fee.

**Third-Party fees for Adding Money**

Delayed Funding – Mobile Check Transfer (via Ingo)	N/A	\$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. This feature is only available on Verified Cards. Standard text message or data rates may apply.
Expedited Funding – Mobile Check Transfer (via Ingo)	N/A	Greater of 4% or \$5.00	You will be charged 4% of the check amount with a \$5 minimum. We do not charge you this fee. This fee is charged by an unaffiliated third party and may be subject to change without notice. This feature is only available on Verified Cards. Standard text message or data rates may apply.

**IMPORTANT NOTICES:**

(1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE SETTING FORTH THE RULES FOR DISPUTE RESOLUTION WITH US.  
 (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. 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'S PRIVACY POLICY (INCLUDED).

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which the FasterMoney Visa Prepaid Card ("Card") has been issued to you by Pathward®, N.A. In this Agreement, general references to "Card" include, unless otherwise specified, both Verified and Unverified Cards. "Verified Cards" are cards for which you have provided Pathward personally identifying information that has been verified through our customer identification process. "Unverified Cards" are cards that are registered with limited personal information provided by you, but have not been run through our verification process. Your Card may or may not be pre-loaded with funds as incentive for visiting the retail location where you obtained the Card. As used in this Agreement and your fee schedule, otherwise known as the "Long Form." "Qualified Load" means a cash, mobile check, Refund Advance Loan or ACH credit (direct deposit) load, excluding tax refunds or incentive loads, if applicable. "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, Pathward, a federally-chartered savings bank, Member FDIC, and its divisions or assignees. 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

**FasterMoney® Visa® Prepaid Card Cardholder Agreement****CUSTOMER SERVICE CONTACT INFORMATION:**

Address: 5501 S. Broadband Lane Sioux Falls, SD 57108  
 Website: www.myfastermoney.com  
 Phone Number: 855-638-2226

**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. Pathward, N.A. will act as custodian of your funds upon its receipt of your funds. Once your Card is activated, you will be able to provide Pathward, as custodian, with instructions about the funds accessible through the Card. Activation of the Card authorizes us to hold your funds at Pathward or as custodian to place your funds at one or more participating FDIC-insured banks (each a "Program Bank"). Visit www.pathwardprogrambanks.com to find the most up-to-date list of Program Banks. If you do not agree to your funds being held by us at Pathward or placed by Pathward as custodian at other Program Banks, please immediately transfer or spend all the funds on your Card (or contact Customer Service above to cancel the Card and request your funds in the form of a paper check at no charge). For more information on FDIC deposit insurance limits and related conditions, please refer to the [Long Form] section at the [beginning] of this Agreement.

**2. YOUR CARD FUNCTIONALITY****a. Unverified Cards**

You are not required to verify your Card through the verification process. If you choose not to do so, you will be limited in functionality and protections, as indicated throughout this Agreement. You will not be able to load funds, enroll in direct deposit, or conduct international transactions to your Unverified Card. If you would like to enable these additional functionalities, or ensure your Card is eligible for FDIC insurance, you must go through the verification process. Card verification takes place at the retail location where you received the Card.

**b. Verified Cards**

**Important information for verifying a Card:** 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 Verified Card. **What this means for you:** When you open a Verified Card 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 identification documents at any time. We may limit your ability to use your Unverified Card or certain Card features until we successfully verify your identity. **Eligibility and Activation:** To be eligible to use and activate a Card, you represent and warrant to us that: (i) you are at least 18 years of age; (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.

**c. Personalized Cards**

If you make a Qualified Load to a Verified Card, we will send you a "Personalized Card," which is a card with your name embossed on it. Personalized Cards do not affect the functionality of your Card. Once you activate your Personalized Card, you will no longer be able to use your original Card plastic. When you activate the

Personalized Card, your balance and any associated direct deposit enrollment information is transferred automatically from the original card you received to the new Personalized Card.

**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 on your Verified Card**

Tell us AT ONCE if you believe your Verified 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 Verified 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 Verified 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 Verified 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. **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. You can use your Unverified Card for general purchases and cash withdrawals in the United States. In addition to Unverified Card

**LOAD LIMITATIONS**

LOAD LIMITATIONS	LIMIT
Maximum Card Balance at any time.	\$15,000
Total number of times you can reload your Verified Card.	Five (5) times per day.
Maximum ACH credit (direct deposit per load). Verified Card feature only.	\$15,000 per day.
Remote Deposit Capture (via mobile phone – data and text rates apply). Verified Card feature only.	\$2,500 per day.
Cash Deposit. Verified Card feature only.	\$950 per day.

**WITHDRAWAL LIMITATIONS**

WITHDRAWAL LIMITATIONS	LIMIT
Total number of Domestic ATM withdrawals.	No more than five (5) transactions totaling \$2,500 per twenty-four (24) hours.
Total number of International ATM withdrawals.	No more than three (3) transactions totaling \$500 per twenty-four (24) hours.

Maximum amount of over-the-counter cash withdrawals.	\$5,000 in a twenty-four (24) hour period.
Maximum amount of cash back withdrawals.	No more than three (3) transactions totaling \$500 per twenty-four (24) hours.

**SPEND LIMITATIONS**

SPEND LIMITATIONS	LIMIT
Maximum amount in Point-of-Sale Signature or Point-of-Sale PIN Transactions.	\$5,000 per day.

functions, a Verified Card can be used to: 1) load funds to your Card account; 2) Make foreign transactions

**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 Verified Card account:** You may add funds to your Verified 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 our Website or by calling our Phone Number) and (iii) Remote Deposit Capture through a third party service provider. 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 Verified 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 Verified 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 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.

**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****c. Foreign Transactions on your Verified Card**

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 the Foreign Transaction 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 as disclosed in the long form. 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.

**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. If your account is registered and verified with us, you also have the right to obtain at least 24 months of written history of account transactions by calling or by writing Customer Service.

**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 Verified 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 you 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.

**9. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR VERIFIED CARD**

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 Verified Card 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, and your account is verified with us, 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.

**f. 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****a. Warning Regarding Unverified Prepaid Accounts**

It is important to register your prepaid Card as soon as possible. Until you register your account and we verify your identity, we are not required to research or resolve any error regarding your Card account. To register your account, contact us at our Website or via our mobile app. Text and data rates may apply. We will ask you for identifying information about yourself (including your full name, address, date of birth, and government-issued identification number), so that we can verify your identity as explained above.

**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

received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be

**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. Preauthorized Credits**

If you have arranged to have direct deposits made to your Verified Card 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.

**f. 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.

**10. ADDITIONAL TERMS OF THE AGREEMENT****a. Personal Identification Number ("PIN")**

You will receive a Personalized Identification Number ("PIN") by calling Customer Service at the Phone Number above. 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.

**11. 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**

Your Card account is established and maintained at our main office in Sioux Falls, South Dakota. We will comply with all applicable law in connection with any legal process validly served upon us in connection with the Card account including, but not limited to, garnishments, restraints, seizure notices, subpoenas, and similar legal process. Unless required by applicable state or federal law, we will not assert any claims of exemption on your behalf. You agree that we will have no liability to you in the event we properly comply with any such valid Legal Process.

**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 (without regard to the laws regarding conflicts of laws) 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.

**12. 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. 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 shall have a right of setoff to apply the funds in your Card 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.**

**THIS JURY TRIAL WAIVER SHALL 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.**

**13. 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, 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 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 establish an account. 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 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.
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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, www.adr.org.</li> <li>• JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com</li> <li>• Any other company picked by the agreement of the parties</li> </ul> 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.
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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. 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 and we giving up any rights?	Yes	For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to: <ol style="list-style-type: none"> <li>1. Have juries decide Disputes.</li> <li>2. Have courts, other than small-claims courts, decide Disputes.</li> <li>3. Serve as a private attorney general or in a representative capacity in court or in arbitration.</li> <li>4. Join a Dispute that you, we, or Related Parties have with a dispute that others have.</li> <li>5. Bring or be a class member in a class action in court or in a class arbitration.</li> </ol> The Arbitrator shall have no authority to conduct any arbitration inconsistent with this section or to issue any relief that applies to any person or entity except you or us or Related Parties individually.

Can you or another consumer start a class arbitration?	No	The Arbitrator is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Arbitration Clause must be decided in an individual arbitration or an individual small-claims action. You may not pursue any type of collective action or class action against us in arbitration.
What law applies?	The Federal Arbitration Act (“FAA”)	This Agreement and the Card 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.
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