

**CARDHOLDER AGREEMENT; IMPORTANT—PLEASE READ CAREFULLY**

This Cardholder Agreement contains an Arbitration Clause requiring all claims to be resolved by way of binding arbitration.

THE FEES ASSOCIATED WITH THE USE OF THIS CARD ACCOUNT ARE SHOWN IN THE SECTION LABELED "FEE SCHEDULE". THIS CARD MUST BE SUCCESSFULLY ACTIVATED AND REGISTERED IN ORDER TO BE USED. FOR DETAILS, SEE THE "OPENING A NEW CARD ACCOUNT/CARD ACTIVATION" TERMS BELOW.

FOR QUESTIONS OR ASSISTANCE, PLEASE CALL THE CUSTOMER SERVICE TOLL-FREE NUMBER 1-86-NETSPEND (1-866-387-7363) PRINTED ON THE BACK OF YOUR ELITE PREPAID DEBIT MASTERCARD®.

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## TERMS AND CONDITIONS/DEFINITIONS

This Cardholder Agreement ("Agreement") outlines the terms and conditions under which the Elite Prepaid Debit Mastercard and the Elite Prepaid Debit Mastercard Virtual Account ("Virtual Account", defined below) have been issued to you by The Bancorp Bank, Wilmington, Delaware ("The Bancorp Bank" or "Issuer"). The Issuer is an FDIC-insured member institution. Netspend Corporation ("Netspend") is an authorized Independent Sales Organization pursuant to an agreement with The Bancorp Bank. "Card" means the Elite Prepaid Debit Mastercard issued to you by The Bancorp Bank. By activating or loading the Card, you agree to be bound by the terms and conditions contained in this Agreement, including the Account Maintenance Fee (also referred to as *Inactivity Fee*) and other fees listed in the section labeled "FEE SCHEDULE". "Card Account" means the records we maintain to account for the value of claims associated with the Card or Virtual Account. "Virtual Account" means the temporary access device obtained in connection with the Card Account. "Account Number" means the 13-digit Account Number assigned to you to identify your Card Account. "Card Number" is the 16-digit number embossed on your Card. "You" and "your" mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "Cardholder" and "Primary Cardholder," refer to the person who submits an initial request for the Card. "Secondary Cardholder" refers to the person(s) who have received the Card at the request of the Primary Cardholder and are authorized to use the Card as provided for in the section labeled "AUTHORIZED CARD USERS/SECONDARY CARDHOLDERS". "We," "us," and "our" mean the Issuer, our successors, affiliates or assignees. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The expiration date of the Virtual Account is described below in the section labeled, "VIRTUAL ACCOUNT." The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a gift card nor is it a credit card. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card and Virtual Account are nontransferable and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card and Virtual Account are not designed for business use, and we may close your Card Account if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

Write down your Card Number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

## OPENING A NEW CARD ACCOUNT/CARD ACTIVATION

You will need to provide personal information in order for us to verify your identity and the identity of any Secondary Cardholder ("Register"). Both the Primary Cardholder and Secondary Cardholder must Register and activate the Card before it can be used.

## IMPORTANT INFORMATION FOR OPENING A CARD ACCOUNT:

To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires us to obtain, verify, and record information that identifies each person who opens a Card Account. **WHAT THIS MEANS FOR YOU:** When you open a Card Account, we will ask for your **name, address, date of birth, and your government ID number**. We may also ask to see your driver's license or other identifying information. Card activation and

identity verification required before you can use the Card Account. If your identity is partially verified, full use of the Card Account will be restricted, but you may be able to use the Card for in-store purchase transactions. Restrictions include: no ATM withdrawals, international transactions, account-to-account transfers, and additional loads. Use of the Card Account is also subject to fraud prevention restrictions at any time, with or without notice. **Residents of Vermont are ineligible to open a Card Account.**

You may Register and activate your Card by calling 1-86-NETSPEND (1-866-387-7363) or by visiting [www.netspend.com](http://www.netspend.com). You must set a Personal Identification Number ("PIN") to activate your Card (see the section labeled "PERSONAL IDENTIFICATION NUMBER"). If you do not Register and activate your Card and your Card Account remains inactive for ninety (90) days after it is first loaded, we will begin to assess the Account Maintenance Fee (also referred to as *Inactivity Fee*) listed in the section labeled "FEE SCHEDULE".

After your Card Account is opened, we may again ask to see a copy of your driver's license or other identifying documents at any time if we deem it necessary to verify your identity, address, or transactions on your Card Account. These measures are specifically designed to help us protect your identity and identify possible fraud on your Card Account. If we ask for specific identifying documents, we will have the right to immediately close or suspend your Card Account if those specific documents are not provided.

### FEE SCHEDULE

**All fees incurred on your account will be deducted from your Card Account balance, except where prohibited by law. In the event your Card Account balance is less than the fee amount being assessed, the entire Card Account balance will be applied to the fee amount, and any unpaid fee amounts MAY RESULT IN THE FEE BEING PENDED UNTIL A VALUE LOAD IS RECEIVED, AT WHICH TIME THE FEE AMOUNT WILL BE DEDUCTED FROM YOUR CARD ACCOUNT. If there is a Pended Fee on your Card Account, any subsequent deposits or loads into your Card Account will first be applied to any negative balance and any Pended Fees. This means your remaining Card Account balance will be less than what you deposited into the Card Account. You may view Pended Fees in the Online Account Center under Pending Transactions or hear Pended Fees via the telephone automated service in the pending section of the transaction history.**

Card Purchase Fee:	No fee
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#### **Purchase Fees:**

Plan Fee:	No fee
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Purchase Transaction Fees:	No fee
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#### **Withdraw Cash:**

Over the Counter Cash Withdrawal Fee – Financial Institution (OTC Withdrawal Fee)	No fee; however, a fee may be assessed by a financial institution that is not a Mastercard member financial institution.
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Over the Counter Cash Withdrawal Fee - NetSpend Reload Network Location (OTC Withdrawal Fee – Reload Network)	Fee will vary. Fee amount is determined and assessed by the location operator only and is not assessed by us.
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ATM Withdrawal Fee - Domestic	\$2.50 per withdrawal, plus ATM owner surcharge fee, if any. The \$2.50 ATM Withdrawal Fee – Domestic is waived for the first four (4) ATM withdrawals per calendar month (does not include ATM owner fees).
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ATM Withdrawal Fee - International	\$4.95 per withdrawal, plus ATM owner surcharge fee, if any, and Foreign Transaction Surcharge.
ATM Transaction Decline Fee – Domestic	\$1.00 each
ATM Transaction Decline Fee – International	\$1.00 each

**Tip to avoid ATM fees:** Select “DEBIT” and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores.

If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a cash withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

**Add Money To Your Account:**

Direct Deposit Fee	No fee
Cash Value Load Fee - NetSpend Reload Network Location	Reload fee will vary. Fee amount is determined and assessed by the location operator only and is not assessed by us.
Funds Transfer Fee	Visit your Online Account Center to learn how to transfer funds between your Card and a bank account or other third party. You can see a full range of options and applicable fees in your Online Account Center. Depending on the transfer service you select, a fee may be assessed to your Card Account or to the transferor. The fee may be determined by a variety of factors set by the service provider, such as speed, amount, or destination. Some of the fees are assessed by third parties or the originating bank, and are not assessed by Bank.
Mobile Check Load Fee	Fees are determined and may be assessed by the Mobile Check Load service provider and are not assessed by us.
Account-to-Account Transfer Fee - Website	No fee
Account-to-Account Transfer Fee - CS Agent	\$4.95 per transfer through a Customer Service (CS) Agent, assessed when processed

**Check Your Balance:**

Balance Inquiry Fee – Online Account Center	No fee
Balance Inquiry Fee – Email or Text Message	No fee; standard text message & data rates may apply
Balance Inquiry Fee – Telephone Automated Service	No Fee
Balance Inquiry Fee – Telephone CS Agent	No fee
ATM Balance Inquiry Fee – Domestic	\$0.50 per inquiry, plus ATM owner fee, if any
ATM Balance Inquiry Fee – International	\$0.50 per inquiry, plus ATM owner fee, if any

<b>Manage Your Account:</b>	
Online Account Center	No fee
Mobile Phone Anytime Alerts™	No fee; standard text message & data rates may apply.
Telephone Access Customer Service	No fee
Foreign Transaction Surcharge	No fee
Check Request Fee	\$5.95 per check, assessed when processed
Additional Statement Mailing Fee	\$5.95 per statement, assessed when processed
Additional Card Fee	No fee
Replacement Card Fee	No fee
Card Delivery Fee – 7-10 Business Days	No fee
Card Delivery Fee – 3 Business Days	\$20.00, assessed when processed
Card Delivery Fee – 1-2 Business Days	\$25.00, assessed when processed
Account Maintenance Fee (also referred to as <i>Inactivity Fee</i> )	\$5.95 per month (fee applies if Card Account has had no activity, <i>i.e.</i> , no purchases; no cash withdrawals; no load transactions; or no balance inquiry fee for 90 days).

<b>Pay Bills:</b>	
Bill Payment Fee	You can see a full range of options, including ACH Debit/Preauthorized Payment Transactions, in your Online Account Center. Depending on the bill payment service you select, a fee may be assessed to your Card Account and will be disclosed to you prior to use of the service. Certain fees are determined and assessed by third-party service providers.
Stop Payment Fee for Preauthorized Payments	\$10.00 per stopped payment, assessed when processed

<b>Optional Features:</b>	
Custom Card Fee	\$4.95 per Card, if available. Fee assessed when processed

### **PERSONAL IDENTIFICATION NUMBER**

You must set a Personal Identification Number (“PIN”) when you Register and activate your Card. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the section labeled “YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS.” To Register your Card, call 1-86-NETSPEND (1-866-387-7363) or visit [www.netspend.com](http://www.netspend.com) and provide the following personal information: first and last name, physical residential address, date of birth, and Social Security number or Government-issued identification number.

### **AUTHORIZED CARD USERS/SECONDARY CARDHOLDERS**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card,

Card Number, Account Number, PIN, Virtual Account, or online login credentials, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons.

You may request to add a Secondary Cardholder to your Card Account. The maximum number of Secondary Cardholders permitted is two (2). There is no fee when ordering an additional Card for a Secondary Cardholder. However, a fee may be assessed for expedited delivery of a Card. For more information about the delivery options and applicable fees, see the section labeled "FEE SCHEDULE". You remain liable for any and all usage of the Card Account by any Secondary Cardholder(s) you authorize.

In the event that you revoke permission from someone that you have given access to use your Card, Card Number, Account Number, PIN, Virtual Account, online login credentials, or if you revoke a Secondary Cardholder's use of their Card, you must notify us immediately so that we may take appropriate action for the protection of your funds; up to and including canceling or replacing your Card (see the section labeled "CARD REPLACEMENT") or closing your Card Account. You are wholly responsible for the use of each Card, Card Number, Account Number, PIN, Virtual Account, or online login credentials according to the terms and conditions of this Agreement.

### **YOUR REPRESENTATIONS AND WARRANTIES**

By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States ("U.S.") or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

### **ADDRESS OR NAME CHANGES**

You are responsible for notifying us of any change in your name, physical address, mailing address, email address, telephone number, including any number for which you have opted-in to receive text messages ("Text Message Address"), no later than two (2) weeks after said change. Any notice of change of address, name or other contact information required by this Agreement, may be provided to us via email at customerservice@netspend.com or by telephone at 1-86-NETSPEND (1-866-387-7363). Requests for address or name changes may be subject to additional verification requirements.

We will attempt to communicate with you only by use of the most recent physical mailing or residential address (if different) or email address or Text Message Address we have on file for you. You agree that any notice or communication sent to you at the address noted in our records shall be effective unless we have received an address change notice from you.

We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email account available to any other individual, you agree that you are responsible for any release of any Card Account information to such individual.

### **CASH ACCESS AND CASH ACCESS LIMITS**

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine ("ATM") or any Point-of-Sale ("POS") device, as permissible by a merchant, that bears the Mastercard®, Cirrus®, or PULSE® Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions.

The maximum cumulative amount that may be withdrawn from an ATM per day is \$940.00, but an individual ATM withdrawal may not exceed \$325.00, subject to

any lower limits imposed by the ATM owner-operator. The maximum individual amount that may be withdrawn from a POS device or through a participating bank ("Over the Counter Cash Withdrawal"), may not exceed \$5,000.00. A fee may be associated with the use of your Card to obtain cash; for information about the fee, see the section labeled "FEE SCHEDULE".

## LOADING YOUR CARD

You may add funds to your Card called ("Value Loading") at any time after you successfully Register and activate it. **IMPORTANT:** If you wish to receive Direct Deposits to this Card Account from, for instance, the employer of another member of your household, or U.S. Department of the Treasury payments (including joint tax refunds), you must add that household member to your Card Account as a Secondary Cardholder (see the section labeled "AUTHORIZED CARD USERS/SECONDARY CARDHOLDERS"), and they must have an active Card in their name.

**Value Load Methods:** You may Value Load your Card (a) by in-store cash Value Load transactions conducted through any member of the Netspend Reload Network (see below in this section for more information about the network); (b) by arranging to have all or a portion of your paycheck, government benefits payment, tax refund, or other electronic funds transfer direct deposited to your Card Account using the Automated Clearing House System ("ACH", "Direct Deposit" or "ACH Deposit"). In order to receive Direct Deposit Value Loads you must provide each of your payment providers with the Issuer's routing information and your assigned Account Number. (c) by arranging for the transfer of funds originating from a financial institution located in the United States; and (d) via a mobile check load network made available through an eligible third-party service provider. Each of these Value Loading methods have a different maximum limit. See below for a description of those limits. There may be fees associated with these methods of Value Loading. For information about the fees, see the section labeled "FEE SCHEDULE". For more information on how to initiate each Value Load method, visit your Online Account Center at [www.netspend.com](http://www.netspend.com).

**Value Load Dollar Limits: When calculating the cumulative, i.e., maximum amounts for standard Value Load dollar limits, Netspend will take into consideration all similar transactions made with any other Card Account(s) you may have that are serviced by Netspend, whether you are the Primary Cardholder or a Secondary Cardholder, and regardless of issuing bank.**

There is no minimum amount for additional Value Loads made via Direct Deposit; in-store cash Value Loads have a minimum amount of \$10.00 except where state law requires a different minimum in-store cash Value Load amount (this amount will be disclosed at the location where you intend to make an in-store cash Value Load). *Standard Value Load dollar limits:* (a) the standard maximum cumulative amount of in-store cash Value Loads is currently \$2,500.00 in any day; (b) the standard maximum amount for an ACH Deposit is \$7,500.00; and (c) the standard maximum amount for a bank transfer using the ACH system is \$7,500.00 per such transfer. The maximum value of your Card Account(s) serviced by Netspend, whether you are the Primary Cardholder or Secondary Cardholder and regardless of the issuing bank, is currently \$15,000.00. Any Value Loads you attempt to make that exceed the standard limits are subject to review and may be declined. In addition, we may reject or suspend any ACH Deposit that is submitted with a name that does not match the name that we have on file for you or any Secondary Cardholder.

At our discretion, we may allow a load payment in excess of the limits disclosed above, including the maximum value limit, to post to your Card Account. However, if such a load payment is permitted to post to your Card Account on one occasion, there is no guarantee that any load(s), in any form, in excess of the disclosed limit will be permitted in the future. You will have access to your funds no later than thirty (30) minutes from the time we receive the funds. We will not accept any checks, money orders, or cash mailed to us for deposit, or any inbound wire transfers to your Card Account. We are not liable for any checks, money

orders, or cash mailed to us. All checks, money orders, or cash sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

A Netspend Reload Network Location Finder service is available by visiting [www.netspend.com](http://www.netspend.com); by enrolling in and using our Anytime Alerts™ service (typically referred to as an "SMS" message); or by calling 1-86-NETSPEND (1-866-387-7363). The minimum and maximum dollar value of any Value Loads made through the Netspend Reload Network will be subject to the terms established by the individual reload location.

### **PREAUTHORIZED DEBITS**

Your Account Number and the Issuer's bank routing number can be used for recurring payments to merchants, Internet service or other utility providers ("Merchants") and for the purpose of initiating direct deposits to your Card Account. You may also arrange for recurring payments to Merchants using your Card Number or the bill pay services made available through our third-party service providers.

**Right to Stop Payment and Procedure for Doing So:** To stop a recurring payment to a Merchant or third-party bill pay service provider you have preauthorized to debit your Card Account, you may first contact the Merchant or third-party bill pay service provider to request the recurring payment be canceled.

If the Merchant or third-party bill payment service provider with whom you have arranged recurring payments from your Card Account is unable or unwilling to stop your payment, you can call 1-86-NETSPEND (1-866-387-7363) or write to: Netspend, P.O. Box 2136, Austin, TX 78768-2136 to request a stop on such payment. We must receive your request at least three (3) business days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you want to permanently stop all recurring payments to a specific Merchant, then we require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments. There may be a fee associated with each stop payment order you give. For information about the fee, see the section labeled "FEE SCHEDULE".

**Notice of Varying Amounts:** If the recurring payments you make might vary in amount, the person you are going to pay will tell you the payment date and the amount of the payment ten (10) days before each payment is scheduled to take place. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **FRAUDULENT OR CRIMINAL ACCOUNT ACTIVITY**

We reserve the right to block, suspend, or cancel your Card Account or Virtual Account if, as a result of our policies and processes we detect what we reasonably believe to be fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement. We may temporarily suspend your Card Account or Virtual Account in the event we detect unusual or suspicious account activity. If we exercise this right, we will incur no liability to you because of any resulting unavailability of the funds in your Card Account and/or Virtual Account, or your inability to use your Card.



## USING YOUR CARD/FEATURES

You may use your Card to purchase or lease goods or services everywhere Debit Mastercard or PULSE cards are accepted as long as you do not exceed the value available on your Card Account *and other restrictions (see examples described below) do not apply*. Some Merchants do not allow Cardholders to conduct split transactions, that is, instances when you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the Merchant, you must tell the Merchant to charge only the exact amount of funds available on the Card Account to the Card. You must then arrange to pay the difference using another payment method. Some Merchants may require payment for the remaining balance in cash. If you fail to inform the Merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

**If you use your Card at an automated fuel dispenser (“pay at the pump”), the purchase may be preauthorized for a transaction amount of up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the purchase may be preauthorized for a transaction amount representing the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorized amount will result in the placement of a “hold” on your available funds until the Merchant tells us the final payment amount of your purchase. Once we know the final payment amount, the preauthorized amount on hold will be removed and replaced with the final purchase amount. Generally, it may take up to seven (7) days for a hold to be removed. However, if the Merchant does not tell us the final payment amount, the preauthorized amount on hold may remain in place for up to thirty (30) days. During a hold period, you will not have access to the preauthorized amount.**

If you use your Card Number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself (see below for additional information about how to obtain and use a Virtual Account). *Card Account restrictions include, but are not limited to: restricted geographic or merchant locations where there is a higher risk of fraud or illegal activity; restrictions to comply with laws or prevent our liability; and other restrictions to prevent fraud and other losses.* For security reasons, we may, with or without prior notice, limit the type, amount or number of transactions you can make on your Card. You may not use your Card for illegal online gambling or any other illegal transaction. We may increase, reduce, cancel, or suspend any of the restrictions or add new ones at any time. Your Card cannot be redeemed for cash.

Each time you use your Card or Virtual Account, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed 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, you shall remain fully liable to us for the amount of the transaction(s) and any applicable fee(s).

If you make a transaction that creates a negative balance on your Card Account, you agree that within thirty (30) days of its creation you will add sufficient funds to your Card Account to cover the negative balance so that your Card Account has a zero or positive balance, or that you will otherwise immediately pay such an amount to us in full upon demand. If after thirty (30) days you have not added sufficient funds to cover your negative balance, your Card Account will remain open to receive credits and loads, which will automatically be applied to your negative balance before they are available

to you; however, you will not be able to make any transactions using your Card Account until it has a positive balance, i.e., sufficient funds to cover the negative balance. **If you have not reloaded your Card Account with sufficient funds to cover the negative balance within sixty (60) days of its creation, we have the right to cancel your Card Account. Additionally, we have the right to collect funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us.** In all instances described above, loads to your Card may be made via Direct Deposit or any of the other load methods allowed for this Card.

You do not have the right to stop payment on any purchase or payment transaction (other than preauthorized debit transactions described above) originated by use of your Card or Virtual Account.

Should you voluntarily discontinue use of the Card, you shall remain responsible for the negative balance on your Card Account and agree that any credits or loads made to your Card Account will be used to offset the value of the negative balance, if any.

If your Card Account has not had any activity for ninety (90) days, we will begin to assess the Account Maintenance Fee (also referred to as *Inactivity Fee*) listed in the section labeled "FEE SCHEDULE".

### **VIRTUAL ACCOUNT**

To purchase or lease goods or services or make payments by telephone or online without presenting your Card Number, you may request up to six (6) active Virtual Accounts. Each Virtual Account consists of a 16-digit account number, a 3-digit security code, and an expiration date.

Each Virtual Account expires one year from the last day of the calendar month during which the Virtual Account was created. For example, if a Virtual Account is created on March 24, 2019, its expiration date is March 31, 2020.

When you use your Virtual Account without presenting your Card, the legal effect will be the same as if you used the Card itself. You must first Register your Card with us before you can request a Virtual Account (see the section labeled "OPENING A NEW CARD ACCOUNT/CARD ACTIVATION").

### **RETURNS AND REFUNDS**

If you are entitled to a refund for any reason for goods or services obtained with your Card or Virtual Account, you agree to accept credits to your Card Account for such refunds and agree to the refund policy of that Merchant. The Issuer and Netspend are not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card or Virtual Account. All such disputes must be addressed and handled directly with the Merchant from whom those goods or services were provided.

### **CARD REPLACEMENT**

If you need to replace your Card for any reason, please contact us at 1-86-NETSPEND (1-866-387-7363) to request a replacement Card. You will be required to provide personal information which may include your Card Number, full name, transaction history, copies of accepted identification, etc. A fee may be assessed for expedited delivery of a replacement Card; for more information about the delivery options and applicable fees, see the section labeled "FEE SCHEDULE".

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

If you obtain funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your available balance will be converted by Mastercard International Incorporated into an amount in the currency of your Card. The exchange rate between the transaction currency

and the billing currency used for processing international transactions is a rate selected by Mastercard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard International Incorporated itself receives or the government-mandated rate in effect for the applicable central processing date.

## **RECEIPTS**

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

## **CARD ACCOUNT BALANCE/PERIODIC STATEMENTS**

You are responsible for keeping track of the available balance of your Card Account. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction.

You may obtain information about the amount of money you have remaining in your Card Account by accessing your Card Account online, by enrolling in the Anytime Alerts SMS service, or by calling 1-86-NETSPEND (1-866-387-7363). This information, along with a twelve (12) month history of Card Account transactions and the fees charged to your Card Account, is also available for no fee online at [www.netspend.com](http://www.netspend.com). Statements in electronic format will also be made available for no fee at [www.netspend.com](http://www.netspend.com) for each month in which a transaction occurs. You will not automatically receive paper statements (i.e., written history). If your Card Account is Registered with us, you also have the right to obtain at least twenty-four (24) months of written history of account transactions by calling 1-86-NETSPEND (1-866-387-7363), or by writing us at Netspend, P.O. Box 2136, Austin, TX 78768-2136. See the section labeled "FEE SCHEDULE" for information about the fees described in this section.

## **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 or Virtual Account for a third party, such as a Merchant;
- 3) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- 4) If you consent by giving us your written permission;
- 5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- 6) Otherwise as necessary to fulfill our obligations under this Agreement.

## **OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS**

If we do not properly complete a transaction from your Card Account on time or in the correct amount, according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1) If through no fault of ours, you do not have enough funds available on your Card Account to complete the transaction;
- 2) If a Merchant refuses to accept your Card or Virtual Account;
- 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 Virtual Account lost or stolen;
- 6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- 7) If we have reason to believe the requested transaction is unauthorized;

- 8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- 9) If we block, suspend or close your Card Account as a result of our reasonable suspicion of fraudulent, suspicious, or criminal activity or activity that is inconsistent with this Agreement;
- 10) If we have requested documents to verify your identity, address, or transaction on your Card Account, and you have not provided all such requested documents; or
- 11) Any other exception stated in our Agreement with you.

### **Your Liability for Unauthorized Transfers**

Contact us at once if you believe your Card, Card Number, Account Number, PIN, Virtual Account, or online login credentials have been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card, Card Number, Account Number, PIN, Virtual Account, or online login credentials have been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at 1-86-NETSPEND (1-866-387-7363) or visit [www.netspend.com](http://www.netspend.com).

*Under Mastercard Rules, you will not be held responsible for unauthorized transactions if: 1) you have used reasonable care in protecting your Card from loss or theft and 2) you have promptly reported to us when you knew that your Mastercard was lost or stolen. Zero Liability does not apply to Mastercard payment cards: 1) used for commercial purposes; 2) anonymous prepaid cards, until such time as identity of the cardholder has been Registered with the financial institution that issued the Card. You must notify us immediately of any unauthorized use. In the event that Mastercard Zero Liability does not apply, if you notify us within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.*

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the section labeled "INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS." If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If your Card has been lost or stolen, we will close your Card Account to keep losses down and will send a replacement card.

### **OTHER MISCELLANEOUS TERMS**

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card and Virtual Account are subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

### **SUSPENSION, AMENDMENT, AND CANCELLATION**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our website at

www.netspend.com, and any such amendment shall be effective upon such posting to that website. The current Agreement is available at www.netspend.com. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card Account or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

We reserve the right to limit your use of any Card, including limiting your use of any Card at ATMs, your Card Account and your Virtual Account. We also may cancel or suspend the use of one or more of your Cards, your Card Account and your Virtual Account with or without cause or notice, other than as required by applicable law.

In the event that your Card Account is canceled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. For security purposes, you may be required to supply identification and address verification documentation prior to issuing a refund check. Allow thirty (30) days for processing and mailing of the refund check. There is a Check Request Fee for this service. Please refer to the section labeled "FEE SCHEDULE". In the event this Card Program is canceled, closed, or terminated, we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Card Account balance, will be in the notice. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

In the event you wish to update your mailing address at the time your Card Account is canceled, closed, or terminated for any reason or thereafter, we may request specific documents to verify your identity and address. Any unused balance on your Card Account may be withheld until such documents are provided or until the funds escheat to the state in accordance with applicable state law.

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

### **INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS**

In case of errors or questions about your electronic transactions, call 1-86-NETSPEND (1-866-387-7363), write to Netspend, P.O. Box 2136 Austin, Texas, 78768-2136, or email us at customerservice@netspend.com if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-86-NETSPEND (1-866-387-7363), or writing us at Netspend, P.O. Box 2136, Austin, TX 78768-2136. You will need to tell us:

- 1) Your name and either your Card Number and/or Account Number
- 2) Why you believe there is an error, and the dollar amount involved
- 3) Approximately when the error took place

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time,

however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, and your Card Account is Registered with us (see the section labeled "OPENING A NEW CARD ACCOUNT/CARD ACTIVATION" for details), we will provisionally credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not provisionally credit your Card.

For errors involving transactions to or from the Card Account within thirty (30) days after the first deposit to the account was made ("New Accounts"), POS transactions, or foreign initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For New Accounts, we may take up to twenty (20) business days to provisionally credit your Card Account for the amount you think is in error.

Any amount provisionally credited to your Card Account may be assessed the \$50.00 liability limit described above under "YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS".

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, call us at 1-86-NETSPEND (1-866-387-7363), or visit [www.netspend.com](http://www.netspend.com).

### **Warning Regarding Unverified Prepaid Accounts**

It is important to Register your Card Account as soon as possible. Until you Register your Card Account and we verify your identity, we are not required to research or resolve any errors regarding your Card Account. To Register your Card Account go to [www.netspend.com/prepaid](http://www.netspend.com/prepaid) or call us at 1-86-NETSPEND (1-866-387-7363). We will ask you for identifying information about yourself (including your full name, address, date of birth, and government-issued identification number) so that we can verify your identity (See the section labeled "OPENING A NEW CARD ACCOUNT/CARD ACTIVATION").

**For disputes concerning goods or services you purchased**, we are not required to provide provisional credit, or to finalize the claim during the periods stated above.

### **ENGLISH LANGUAGE CONTROLS**

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

### **CUSTOMER SERVICE**

For customer service or additional information regarding your Card, please contact us at:

Netspend  
P.O. Box 2136  
Austin, Texas 78768-2136  
1-86-NETSPEND (1-866-387-7363)

Customer Service agents are available to answer your calls:  
Monday through Friday, 8 a.m. to 10 p.m. CT;  
Saturday and Sunday, 8 a.m. to 8 p.m. CT.

## **TELEPHONE CALLS: CALLING, MONITORING AND RECORDING**

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

## **NO WARRANTY REGARDING GOODS OR SERVICES AS APPLICABLE**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card or Virtual Account.

## **ARBITRATION**

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of any additional Cardholders designated by you, if any; iv) your acquisition of the Card; v) your use of the Card; vi) the amount of available funds in the Card Account(s); vii) advertisements, promotions or oral or written statements related to the Card(s), as well as goods or services purchased with the Card(s); viii) the benefits and services related to the Card(s); or ix) transactions on the Card(s), no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

**We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.**

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017 or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity; or iv) expiration of the Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. CALL 1-86-NETSPEND (1-866-387-7363) TO CANCEL YOUR REQUEST FOR THE CARD AND TO REQUEST A REFUND, IF APPLICABLE.**

This Cardholder Agreement is effective 02/2019.

This Card is issued by The Bancorp Bank, Member FDIC, pursuant to license by Mastercard International Incorporated. Certain products and services provided by and through Netspend are licensed in whole or in part from Alexsam, Inc., and are covered by patents set forth at [www.netspend.com/licensedpatentinfo](http://www.netspend.com/licensedpatentinfo).

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. All other trademarks and service marks belong to their respective owners.

Card may be used everywhere Debit Mastercard is accepted.