

## CARDHOLDER AGREEMENT

### IMPORTANT- PLEASE READ CAREFULLY

SEE FEE SCHEDULE ON PAGE XX FOR THE FEES ASSOCIATED WITH THE USE OF THIS CARD ACCOUNT. THIS CARD MUST BE SUCCESSFULLY ACTIVATED AND REGISTERED IN ORDER TO BE USED. FOR DETAILS, SEE THE *"OPENING A CARD ACCOUNT (IDENTIFICATION VERIFICATION); REGISTRATION/ACTIVATION"* TERMS BELOW.

### IMPORTANT INFORMATION CONCERNING OPTIONAL OVERDRAFT PROTECTION:

Overdraft Protection is an optional feature of your account as described in the "Purchase Cushion and Optional Overdraft Protection" terms below. Due to a recent change in applicable law, on March 28, 2019, we will be permanently terminating the Optional Overdraft Protection Service associated with all Netspend-managed Prepaid Card Accounts. Following the effectiveness of this change, you will generally not have the right to make transactions or incur fees in amounts exceeding the balance of your Card Account, even if you have previously opted-in to the Optional Overdraft Protection Service. This change will not affect the availability of the Purchase Cushion to eligible Cardholders. See additional details in the section labeled, "Purchase Cushion and Optional Overdraft Protection".

FOR QUESTIONS OR ASSISTANCE, PLEASE CALL THE CUSTOMER SERVICE TELEPHONE NUMBER (1-86-NETSPEND/1-866-387-7363) PRINTED ON THE BACK OF YOUR H-E-B® VISA® PLUS PREPAID CARD.

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**INTRODUCTION (INCLUDING DEFINITIONS)**

This document constitutes the agreement (“**Agreement**”) outlining the terms and conditions under which the H-E-B Visa Plus Prepaid Card and the H-E-B Visa Plus Virtual Account have been issued by Bofl Federal Bank, San Diego, California (“Bofl Federal Bank” or “Issuer”). The Issuer is an FDIC insured member institution. “**Card Account**” means the records we maintain to account for the transactions made with your Card or Virtual Account. “**Account Number**” means the 10- or 16-digit number used to identify your Card Account. “**Card**” means the H-E-B Visa Plus Prepaid Card issued to you by Bofl Federal Bank. “**Card Number**” is the 16-digit number embossed on your Card. “**Virtual Account**” means a temporary access device issued to you by Bofl Federal Bank that you may elect to obtain to access your Card Account for telephone or online transactions, without needing to present your Card. “**We,**” “**us,**” and “**our**” mean the Issuer, our successors, affiliates or assignees. “**Netspend**” refers to Netspend Corporation, the servicer for the H-E-B Visa Plus Prepaid Card program and H-E-B Visa Plus Virtual Account program, and its successors, affiliates, or assignees. Any request for a Card or Virtual Account will be processed by Netspend, acting on behalf of the Issuer, at its offices located in Austin, Texas. Netspend is a registered agent of the Issuer. “**You,**” “**your,**” “**Cardholder,**” and “**Primary Cardholder,**” refers to the person who submits an initial request for the Card and is authorized to use the Card as provided for in this Agreement. “**Secondary Cardholder**” refers to the person or persons who have received the Card at the request of the Primary Cardholder and are authorized to use the Card as provided for in this Agreement. In order to become a Cardholder, you must be an individual who can lawfully enter into and form contracts under applicable law in the state in which you reside. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

You acknowledge and agree that the value available in your Card Account is limited to the funds that you have loaded into your Card Account or have been loaded into your Card Account on your behalf. By activating or loading your Card, Card Account, or Virtual Account, you agree to be bound by the terms and conditions contained in this Agreement, including the Account Maintenance Fee and other fees listed in the Fee Schedule. You and any Secondary Cardholder(s) agree to sign the back of each respective Card(s) immediately upon receipt.

The expiration date of your Card is identified on the front of the Card. The expiration date of any Virtual Account you have requested is described below in the section labeled “*Virtual Account.*” The Card is a prepaid card. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. The Card is not for resale. You are the direct beneficiary of the funds loaded to your Card Account. The funds in your Card Account will be insured by the FDIC up to the maximum amount

permitted by law upon receipt of funds by the Issuer, provided your Card is registered with us (for more information, see the section labeled “*Opening a Card Account (Identification Verification); Registration/Activation*”). You will not receive any interest on your funds in your 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 or applicable law.

Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account, except as described in the section labeled “*Virtual Account*” or as may otherwise be indicated in any other account agreements you have entered into with us.

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 CARD ACCOUNT (IDENTIFICATION VERIFICATION); REGISTRATION/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. To be eligible to activate your Card Account as a Primary Cardholder, you represent and warrant that: (a) you are at least 18 years of age; (b) the personal information that you provide to us is true, correct, and complete; and (c) you have read this Agreement and agree to be bound by, and comply with, its terms.

**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 is 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 Card Account is also subject to fraud prevention restrictions at any time, with or without notice. **Residents of the State 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”).

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.

Pathward, N.A., will act as custodian of your funds upon its receipt of your funds. Once you activate your Card, you will be able to provide Pathward, N.A., as custodian, with instructions about the funds accessible through your Card Account. Activation of your Card authorizes us to hold your funds at Pathward, N.A., or as custodian to place your funds at one or more participating FDIC-insured banks (each a "Program Bank"). Visit [www.pathward.com/programbanks](http://www.pathward.com/programbanks) 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, N.A., or placed by Pathward, N.A., as custodian at other Program Banks, please immediately transfer or spend all the funds in your Card Account or contact Customer Service above to cancel your Card Account and request your funds in the form of a paper check at no charge.

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

## **BUSINESS DAYS**

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.

## **ADDRESS OR NAME CHANGES**

You are responsible for notifying us of any change in your name, physical address, mailing address, email address, phone number, or Anytime Alerts™ address, no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us via email at [customerservice@netspend.com](mailto: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 contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

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.

## **AUTHORIZED USERS/SECONDARY CARDHOLDERS**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card Account. If you permit another person to have access to your Card, Virtual Account, Card Number, or PIN, 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 an Additional Card Fee for an additional Card for a Secondary Cardholder. *See the Fee Schedule for more information about the fee.* You remain liable for any and all usage of the Card Account by any Secondary Cardholders you authorize.

In the event you revoke permission from someone that you have given access to use your Card, Virtual Account, Card Number, PIN, or Account Number, 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 your Card or closing your Card Account. You are wholly responsible for the use of the Card Account according to the terms and conditions of this Agreement.

### **PERSONAL IDENTIFICATION NUMBER**

You must set a PIN when you Register and activate your Card. A PIN can be used to obtain cash (see the section labeled "*Cash Access*") or to make purchases at any Point-of-Sale ("**POS**") device that bears the Visa, Plus®, or PULSE® Acceptance Mark. 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, including a Secondary Cardholder, you should advise us immediately by following the procedures described in the section labeled "*Your Liability for Unauthorized Transfers and Deadlines to Report Errors.*"

To Register your Card, see the section labeled "*Opening a Card Account (Identification Verification); Registration/Activation*".

### **CASH ACCESS**

With your PIN, you may use your Card to obtain cash from any ATM or any POS device, as permissible by a Merchant, bearing the Visa, Plus, or PULSE Acceptance Mark. ATM transactions are treated as cash withdrawal transactions. Any cash withdrawn from an ATM terminal, POS device or through a participating bank or Netspend Reload Network location (an "**Over-the-Counter Cash Withdrawal**") will be subject to the limitations set forth in the section below labeled "*Using Your Card and Virtual Account/Limitations*").

ATM withdrawals may also be subject to varying daily limits at the ATM owner's discretion. 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 ACCOUNT**

You may add funds to your Card Account, called "*value loading,*" at any time. Your initial value load must be at least \$10.00. The minimum dollar value of any subsequent value loads will be subject to the terms established by the individual reload location (see (a) in the following paragraph). The maximum cumulative amount of value loads is described in the "*Limitations on dollar amounts of transfers*" paragraph of the section labeled, "*Using Your Card and Virtual Account/Limitations.*" **When we calculate the maximum amounts for value loads, we take into consideration all similar loads made with any other**

**Card Account(s) you may have with us or with Netspend, whether you are a Primary Cardholder or a Secondary Cardholder, and regardless of the issuing bank.**

You may value load your Card Account: (a) using 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 check, or other electronic funds transfer direct deposited to your Card Account using the Automated Clearing House (“ACH”) system (“ACH Deposit”). In order to receive ACH Deposit value loads you must provide each of your payment providers with the Issuer’s routing number and your assigned Account Number (see below for details about routing information); (c) by arranging for the transfer of funds originating from: (i) a financial institution located in the United States; (ii) another Cardholder; and/or (iii) another Card Account; and (d) via a mobile check load network made available through an eligible third-party service provider. There may be fees associated with these methods of value loading. For *information about the fees*, see the section labeled “Fee Schedule.”

Our policy is to make funds loaded to your Card Account available to you within one (1) hour from the time we receive the funds. Funds loaded by ACH or other applicable electronic funds transfer methods will be available on or before the transaction or settlement date. Availability or use of funds loaded to the Card Account may be delayed or denied in the event of technology malfunctions, or pursuant to our compliance with or discharge of legal or regulatory responsibilities, or as otherwise provided in this Agreement. 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.

**IMPORTANT:** If you wish to receive ACH Deposits to your Card Account from, for instance, the employer of another member of your household, or U.S. Department of 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 Users/Secondary Cardholders”), and they must have an active Card in their name. There is an Additional Card Fee for an additional Card for a Secondary Cardholder. For *information about the fee*, see the section labeled “Fee Schedule”.

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 Account loading will be returned unless your Card Account has a negative balance at the time such check or money order is received, in which case the Issuer may in its discretion choose to apply the check or money order proceeds to the negative balance owed.

A Netspend Reload Network Location Finder service is available by visiting [www.loadnetspend.com](http://www.loadnetspend.com); by enrolling in and using our Anytime Alerts™ short message service (*typically referred to as an “SMS” message; standard text message and data rates may apply*); or by calling **1-86-NETSPEND/1-866-387-7363**. There may be a fee associated with calling Customer Service. For *information about the fee*, see the section labeled “Fee Schedule”.

## **USING YOUR CARD AND VIRTUAL ACCOUNT/LIMITATIONS**

**Card Account Access:** Subject to the limitations set forth in this Agreement, you may use your Card to (1) withdraw cash from your Card Account (see section labeled “Cash Access”); (2) load funds to your Card Account (see the section labeled “Loading Your Card Account”); (3) transfer funds between your Card

Accounts whenever you request; (4) transfer funds from your Card Account to another Netspend Cardholder Account (both (3) and (4) may be referred to as an “**Account-to-Account Transfer**”); (5) purchase or lease goods or services wherever Visa debit cards are accepted; and (6) pay bills directly from your Card Account in the amounts and on the days you request. Some of these services may not be available at all terminals. You may also use your Virtual Account to purchase or lease goods or services or make payments by telephone or online, without presenting your Card (see the section labeled “*Virtual Account*”). There may be fees associated with some of these transactions. For *information about the fees*, see the section labeled “Fee Schedule”.

**Limitations on frequency of transfers:** For security reasons, we may suspend your ability to make transactions or limit the amount or number of transactions you can make with your Card or Virtual Account.

**Limitations on dollar amounts of transfers:** (1) When using a Registered Card, you may make no more than a total of \$940.00 in ATM withdrawals per day, and an individual ATM withdrawal may not exceed \$325.00, subject to any lower limit imposed by the ATM owner/operator; (2) Any individual Over-the-Counter Cash Withdrawal, PIN-based, or signature-based purchase made with your Card or Virtual Account may not exceed \$5,000.00; (3) Any transfers made through the use of third-party service providers (including, but not limited to, bill payment and mobile check load service providers) will be subject to the frequency and dollar value limits established by the provider (to see the service provider’s terms of service agreement, please visit your Online Account Center); (4) Any transfers made between your Card and a third party will be subject to the frequency and dollar value limits established in the terms and conditions of the service you select. To see the services available to you, visit your Online Account Center. (5) The maximum cumulative amount of value loads made at POS location(s) may not exceed \$7,500.00 in a day and may not exceed \$15,000.00 in a thirty (30) day period; and (6) The maximum value of your Card Account is restricted to \$15,000.00 at any point in time. **However, we will review any ACH Deposits made to your Card Account that may result in the value of your Card Account exceeding \$15,000.00. If we determine the ACH transaction is valid, we may permit the maximum value of your Card Account to exceed \$15,000.00.** We will determine the maximum cumulative amount of your value loads and of your Card Account by aggregating the activity and value of all Card Accounts you may have with us or with Netspend, whether you are a Primary Cardholder or a Secondary Cardholder, regardless of the issuing bank.

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 may not exceed the available amount in your Card Account through an individual transaction or a series of transactions – unless we decide, in our sole discretion, to approve such transaction(s) because you have qualified for (a) Purchase Cushion coverage or (b) the Overdraft Protection Service. If you do not qualify for either the Purchase Cushion or the Overdraft Protection Service (each defined in more detail below), and any transaction(s) exceeds the balance of the funds available in your Card Account, you shall remain fully liable to us for the amount of the transaction(s) and any applicable transaction fee(s). You agree to pay us promptly for the negative balance. If you have not added sufficient funds to your Card Account 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 pursue collection, including 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 Account may be made via direct deposit or any of the other load methods described in this Agreement.

If you do not have enough funds available in your Card Account, you can instruct a merchant, internet service or other utility provider (“**Merchant**”) to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called “*split transactions*.” Some Merchants do not allow cardholders to conduct split transactions. 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 in your 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% 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 by the actual amount of your purchase. If the Merchant does not tell us the final payment amount, the preauthorized amount on hold will 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 the section labeled “*Virtual Account*” for additional information about how to obtain and use a Virtual Account).

You may not use your Card Number or the Issuer’s routing number and your assigned Account Number in connection with the creation and/or negotiation of any financial instruments such as checks, which we have not authorized.

Your Card cannot be redeemed for cash. You may not use your Card or Virtual Account for illegal online gambling or any other illegal transaction.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card or Virtual Account, except as otherwise permitted in this Agreement. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold (see the section labeled “*Returns and Refunds*,” in addition to previous information addressed in this section).

### **Non-Visa Debit Transactions**

New procedures are in effect that may impact you when you use your Card at certain Merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as a PULSE transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support that option. Please be advised that should you choose to use the PULSE



network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable ONLY to Visa debit transactions as described in this Agreement will NOT apply to transactions processed on the PULSE network. Please refer to the section labeled “*Your Liability for Unauthorized Transfers*” for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the POS, swipe your Card through the POS terminal, sign the receipt, or provide your Card Number for a mail order, telephone, or internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your Card Number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or internet purchases.

## **VIRTUAL ACCOUNT**

To purchase or lease goods or services or make payments by telephone or online, without needing to provide your actual 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 (1) 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 June 13, 2017, its expiration date is June 30, 2018.

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 Card Account (Identification Verification); Registration/Activation*”).

## **PURCHASE CUSHION AND OPTIONAL OVERDRAFT PROTECTION**

The features of the Purchase Cushion and the optional Overdraft Protection Service are described below.

**IMPORTANT - The Purchase Cushion and the Overdraft Protection Service are SEPARATE features. A Cardholder may not receive the benefits of the Purchase Cushion and the Overdraft Protection Service at the same time.**

***Note: Optional Overdraft Protection will be terminated and you will not be able to opt-in after March 20, 2019. Optional Overdraft Protection will be permanently disabled for all Netspend-managed Card Accounts on March 28, 2019. See the section “(B) How the Optional Overdraft Protection Service (the “Service”) Works” below for details.***

*(a) How the Purchase Cushion Works:*

The Purchase Cushion is a special feature available exclusively to Cardholders who have received qualifying direct deposits of paychecks and/or government benefits payments totaling at least \$500.00 within one (1) calendar month. As described above in the section labeled “*Using Your Card and Virtual Account/Limitations*,” you generally do not have the right to make transactions or incur fees in amounts exceeding the available balance of your Card Account. We reserve the right to deny any transaction if available funds in your Card Account are insufficient to cover any transaction, fees, or other charges.

However, as a non-contractual courtesy, and in our sole discretion, upon qualifying for the Purchase Cushion, we may from time-to-time approve purchase transactions that you request that create up to a \$10.00 negative balance in your Card Account. We refer to this feature as the Purchase Cushion. You will not be assessed any fees for Purchase Cushion coverage.

If you meet our eligibility requirements, we may authorize negative balances resulting from PIN-based and signature-based transactions initiated using your Card or Virtual Account. Bill pay transactions initiated through our third-party bill pay service providers and Account-to-Account Transfers are not eligible for Purchase Cushion coverage, nor are ATM transactions or ACH debit transactions initiated using the Issuer's routing number and your assigned Card Account number. You may receive only one (1) \$10.00 negative balance allowance at a time. Negative balances are approved at our discretion on a per transaction basis. It is important to keep track of the value in your Card Account because it will be your responsibility to determine if you have incurred a negative balance.

If you make a transaction that creates a negative balance in 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 or Virtual Account until your Card Account has a positive balance, *i.e.*, sufficient funds to cover the negative balance. Further, **we will have the right to pursue collection, including 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 Account may be made via direct deposit or any of the other load methods described in this Agreement.

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

You acknowledge that a negative balance in your Card Account does not constitute a contractual open end line of credit. If we permit a negative balance on one or more occasions, we do not thereby obligate ourselves to permit a negative balance on any future occasion, and we may refuse to pay a negative balance for you at any time, even though we may have previously paid negative balances up to the \$10.00 limit for you. We have no obligation to notify you before we approve or decline a transaction that would result in a negative balance in your Card Account. Items will be approved or declined in the order they are received.

*(b) How the Optional Overdraft Protection Service (the "Service") Works:*

You generally do not have the right to make transactions or incur fees in amounts exceeding the balance of your Card Account; however, as a non-contractual courtesy, the Service is available on your Card Account if you elect to participate (*i.e.*, opt-in) and you have met each of the activation and eligibility requirements described below. In the event you qualify, and opt-in to the Service, we reserve the right to pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize the transaction, it will be declined. We may deactivate your use of the Service at any time, including if you incur too many overdrafts.

If you choose to participate in the Service, it is that program only that will provide coverage, at our discretion, for any negative balances. If you opt-out of the Service or your participation in the Service ends or is suspended for any reason, and you have continuously used and maintained your Card Account in accordance with the terms of this Agreement, the Purchase Cushion feature may be made available to you at our discretion.

**This Service is Not Available for Certain California Unemployment Compensation Benefit, Public Assistance or State-Administered Child Support Payment Recipients.** The State of California prohibits the repayment of an overdraft on a prepaid Card Account from a California unemployment compensation benefit or public assistance payment, or child support payment disbursement. If you are receiving a California unemployment compensation benefit or a public assistance payment, or child support payment disbursement, you will not be eligible to opt-in. If you are opted-in to the Service and you receive a direct deposit of a California unemployment compensation benefit or public assistance payment, or child support payment disbursement, the Service will be deactivated. To become eligible for Overdraft Protection, you must wait one hundred eighty (180) days since your last California unemployment compensation benefit or public assistance payment, opt-in again, and meet all of the eligibility requirements.

#### *A. Activation and Eligibility*

To activate the Service on your Card Account you must take each of the following steps: (1) consent to the electronic communications and provide a valid email address so that we can contact you if you overdraw your Card Account (see the section labeled “**ELECTRONIC COMMUNICATIONS**” for more information); (2) review and accept the terms pertaining to the Service; (3) enroll in the Service (*i.e.*, opt-in); (4) have a positive Card balance at the time of activation; and (5) receive ACH Deposits totaling at least \$400.00 to your Card Account within thirty-five (35) days of enrollment. The Service will be activated on your Card Account within twenty-four (24) hours after you satisfy each of the steps described in this paragraph. ACH Deposits received prior to enrollment in the Service will be considered for the purpose of determining your eligibility for activation of the coverage. After activation of the Service, you must continue to receive ACH Deposits totaling at least \$200.00 every thirty (30) days. If you fail to receive ACH Deposits totaling at least \$200.00 every thirty (30) days after activation, or your Card Account has a negative balance for more than thirty (30) days, or if you overuse the Service, the Service will be immediately deactivated. Your Card Account will remain open to receive credits and loads that will automatically be applied to your negative balance before they are available to you. If the Service is deactivated, you must retake each of the steps described in this paragraph in order to reactivate coverage.

If your Card Account has a negative balance for more than thirty (30) days on three (3) separate occasions or on any one (1) occasion for more than sixty (60) days, the Service will be permanently deactivated. Further, we have the right to pursue collection of any amounts owed at our sole and absolute discretion.

We will send you email notifications whenever (a) a transaction results in a negative balance in your Card Account; (b) an Overdraft Protection Service Fee is assessed (if applicable) (see Section B, below, for details about the fee), and (c) the Service is activated or deactivated for your Card Account. If you delete your email address from our Cardholder records or withdraw your consent to receive electronic communications from us, the Service will be immediately deactivated. 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 address available to any other individual, you agree that you are responsible for any release of any Card Account information to such individual. It is your sole responsibility to ensure that the email address you provide to us is current and accurate. We are not

responsible for loss of messages and other consequences if you do not provide an accurate and current email address.

#### B. *Terms of Use*

Your participation in the Service is subject to the terms of this Agreement and you may incur fees. The fees for the Service are described here, and in the section labeled “*Fee Schedule.*” The Overdraft Protection Service Fee (if applicable) is applied to certain transactions described below that result in a negative balance (“**Overdraft(s)**”) and is in addition to any other fees ordinarily applicable to a transaction. **The Overdraft Protection Service Fee is \$15.00 for each transaction that overdraws your Card Account by more than \$10.00, up to a maximum of three (3) Overdraft Protection Service Fees per calendar month.** Multiple Overdraft Protection Service Fees may be charged if multiple overdraft transactions are approved on the same day. Transactions are not always processed in the order in which you make them. The order in which the transactions are received and processed can affect the balance of funds available on your Card Account and the total amount of Overdraft Protection Service Fees assessed to your account. Transactions are processed in the order we receive them for settlement, except that multiple ACH debit transactions received on the same day are processed in order from smallest to largest.

If you are enrolled in the Service and meet our eligibility requirements, we may authorize and pay Overdrafts resulting from PIN- and signature-based purchase transactions initiated using your Card or Virtual Account, telephone-initiated transfers, ATM transactions, and ACH debit transactions that you initiate or authorize someone else to initiate. Bill pay transactions initiated through our third-party bill pay service providers are not eligible for coverage. It is important to keep track of the value in your Card Account because it will be your responsibility to determine if you have overdrawn your Card Account balance, the day and time the Overdraft occurred, and the amount of any Overdraft that is approved.

**Once your Card Account has an overdrawn balance greater than \$10.00, you will have twenty-four (24) hours to reload your Card Account with funds sufficient to bring your Card Account to a zero or positive balance without incurring any Overdraft Protection Service Fee(s) (“Grace Period”).** If you fail to bring your Card Account back to a zero or positive balance within 24 hours from the time of the first transaction causing an overdrawn balance greater than \$10.00, you will incur an Overdraft Protection Service Fee for each transaction approved after your Card Account balance was greater than \$10.00 overdrawn, subject to the limitations described here.

You will receive an email (and an SMS text message if you are enrolled in Anytime Alerts; *standard text message and data rates may apply*) notifying you when an Overdraft occurs. We will tell you where and when the transaction occurred and its amount. If the Overdraft was the first transaction to cause an overdrawn balance greater than \$10.00, we will also tell you when the Grace Period ends for the purpose of avoiding payment of the Overdraft Protection Service Fee(s).

You agree that within thirty (30) days of any Overdraft occurrence on your Card Account you will add funds sufficient to bring your Card Account to a zero or positive balance, or that you will immediately pay such amount(s) to us in full upon demand. The Service is offered in our sole and absolute discretion as a non-contractual courtesy to you, and as such, we may elect to deactivate the Service for your Card Account at any time, refuse to authorize any transaction that exceeds your Card Account balance, modify eligibility or activation requirements, modify or change the Service Fee, limits, or any other aspect of the Service, and/or terminate the Service in its entirety at any time.

Once you have opted-in to the Service, you may opt-out at any time online or by calling **1-86-NETSPEND/1-866-387-7363** during normal Customer Service hours. To see the hours of operation, refer to the section labeled “*Customer Service*.” Should you choose to opt-out of the Service, and once we disable the Service on March 28, 2019, you remain responsible for any negative balance(s) in 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(s), if any.

You acknowledge that your participation in the Service and the settlement by us of any transactions exceeding your available Card Account balance does not constitute a contractual open-end line of credit. Our authorization or settlement of any transaction on one or more occasions does not obligate us to authorize or settle future transactions. We may refuse the authorization or settlement of any transaction for you at any time. We have no obligation to notify you before we approve or decline a transaction that would result in an Overdraft in your Card Account.

### **PREAUTHORIZED DEBITS AND CREDITS**

Your assigned Account Number and the Issuer’s bank routing number can be used for arranging both direct deposits and recurring payments to Merchants. 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.

If you have arranged to have ACH Deposits made to your Card Account at least once every sixty (60) days from the same person or company, you can call us at **1-86-NETSPEND/1-866-387-7363** to find out whether or not the deposit has been made. There is a fee when calling the telephone automated service or speaking with a Customer Service agent for the sole purpose of making a balance inquiry. For information about the fee, see the section labeled “*Fee Schedule*”.

### **Right to Stop Payment and Procedure for Doing So:**

To stop a recurring payment to a Merchant you have preauthorized to debit your Card Account, you must first contact the Merchant to request the recurring payment be canceled. If you have arranged for recurring payments to a Merchant using the bill pay services available through our third-party service providers, you should first contact the applicable third-party service provider to cancel the recurring payment.

If the Merchant or bill payment service provider with whom you have arranged recurring payments from your **Account Number** is unable or unwilling to stop your payment, you can call us at **1-86-NETSPEND/1-866-387-7363** or write us at: 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. Such a stop payment request will cancel a single, *i.e.*, one (1), recurring payment. 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.

If the Merchant or bill payment service provider with whom you have arranged recurring payments from your **Card Number** is unable or unwilling to stop your payment, you can call us at 1-86-NETSPEND/1-866-387-7363 or log in to your Online Account Center at [www.netspend.com](http://www.netspend.com) to request your Card to be canceled, and to request a replacement Card.

There is a fee associated with each stop payment or replacement Card you request. For *information about the fee*, see the 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 CARD ACCOUNT OR VIRTUAL 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.

**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. If you have a problem with a purchase that you made with your Card or Virtual Account, or if you have a dispute with the Merchant, you must attempt to handle it directly with the Merchant. There may be a delay of up to five (5) days or more from the date the refund transaction occurs until the date the refund amount is credited to your Card Account.

**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, and similar information to help us verify your identity. There is a fee for replacing your Card. For *information about the fee*, see the section labeled “Fee Schedule”.

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

- A. If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, the amount deducted from your funds will be converted by Visa into an amount in the currency of your Card Account. The exchange rate between the transaction currency and the

billing currency used for processing international transactions is either: (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date (this rate may vary from the rate Visa U.S.A. Inc. itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. This percentage amount is independent of any amount taken by the Issuer in accordance with this Agreement, and,

- B. If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, or conduct a transaction with a Merchant located outside the U.S., Puerto Rico, the U. S. Virgin Islands, Guam, or the Marianas Islands, the Issuer will deduct a 3.5% transaction fee (“**Foreign Transaction Surcharge**”) based on the amount of the transaction, in the currency of your Card Account. The Issuer will retain this fee as compensation for its services.

## RECEIPTS

You should get a receipt at the time you make a transaction using your Card or Virtual Account. 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 determine your available balance by accessing your Card Account online at [www.hebprepaid.com](http://www.hebprepaid.com); by enrolling in the Anytime Alerts SMS service (*standard text message and data rates may apply*); or by calling **1-86-NETSPEND/1-866-387-7363** (there will be a fee when calling the telephone automated service or speaking with a Customer Service agent for the sole purpose of making a balance inquiry). A sixty (60) day history of account transactions is available at [www.hebprepaid.com](http://www.hebprepaid.com). Statements in electronic format will also be made available at [www.hebprepaid.com](http://www.hebprepaid.com) for each month in which a transaction occurs. You will not automatically receive paper statements. You have the right to obtain a sixty (60) day written history of account transactions by calling **1-86-NETSPEND/1-866-387-7363**, or by writing to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136. **There is a fee for obtaining a written history.** For information about each of the fees described in this section, see the section labeled “Fee Schedule.”

## 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 or court orders, or other legal reporting requirements;
- (4) If you give us your written permission; or
- (5) To our employees, auditors, affiliates, service providers, or attorneys, as needed.

## OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not properly 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 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 in 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 Account has been blocked after you reported your Card, Virtual Account or PIN lost or stolen;
- (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- (9) 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.

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

In case of errors or questions about your Card Account, telephone us at **1-86-NETSPEND/1-866-387-7363**, write to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136, or email us at [customerservice@netspend.com](mailto:customerservice@netspend.com) as soon as you can, if you think an error has occurred in your Card Account. 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 to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136.

In your error report, you will need to tell us:

1. Your name and Card Number;
2. Why you believe there is an error, and the dollar amount involved; and
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 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, we will provisionally credit your Card Account within ten (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 ten (10) business days, we may not provisionally credit your Card Account.

For errors involving transactions to or from the Card Account within thirty (30) days after the first deposit to the Card Account was made (“New Accounts”), point-of-sale 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.

amount provisionally credited to your Card Account may be assessed the \$50.00 liability limit described below under “*Your Liability for Unauthorized Transfers and Deadlines to Report Errors*”.

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. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at **1-86-NETSPEND/1-866-387-7363** or visit [www.hebprepaid.com](http://www.hebprepaid.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.hebprepaid.com](http://www.hebprepaid.com) 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 Card Account (Identification Verification); Registration/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.

#### **LOST OR STOLEN CARDS/UNAUTHORIZED TRANSFERS**

Contact us AT ONCE if you believe your Card, Virtual Account, online login credentials, or PIN has been lost or stolen or that an electronic funds transfer has been made without your permission. Telephoning us at **1-86-NETSPEND/1-866-387-7363** is the best way to minimize your possible losses. You may also write us at Netspend, P.O. Box 2136, Austin, TX 78768-2136. You could lose all the money in your Card Account.

#### **Your Liability for Unauthorized Transfers and Deadlines to Report Errors**

If you notify us within two (2) business days after you learn of the loss or theft of your Card, Virtual Account, or PIN, you can lose no more than \$50.00 if someone used your Card, Virtual Account, or PIN 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, Virtual Account, or PIN and we can prove that we could have stopped someone from using your Card, Virtual Account, or PIN without your permission if you had promptly notified us, you could lose as much as \$500.00. If your Card or PIN has been lost or stolen, we will cancel your Card and issue you a new Card.

We must allow you to report an error or an unauthorized transfer until **sixty (60) days** after the earlier of the date you electronically access your Card Account, if the unauthorized transaction could be viewed in your electronic history, or the date we sent the FIRST written history on which the unauthorized transfer

appeared. If you do not notify us within this time period, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money 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 for a reasonable period.

Under Visa's Zero Liability Policy, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you are not fraudulent or negligent in the handling of your Card. This reduced liability does not apply to unregistered Cards or PIN transactions not processed by Visa. You must notify us immediately of any unauthorized use.

## **MISCELLANEOUS**

Your Card Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card or Virtual Account is subject to all applicable rules and customs of any clearinghouse or other network or 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 laws of the State of Nevada 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 without prior notice to you except as required by applicable law. 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. You may cancel this Agreement by returning the Card (if applicable) 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 your Card Account is canceled, closed, or terminated for any reason, so long as you used your Card Account in accordance with the terms of this Agreement, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There is a fee for this service. For *information about the fee*, see the section labeled "Fee Schedule." **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.

We will comply with unclaimed property laws and appropriately engage in escheatment activities as required by state law.

## **ELECTRONIC COMMUNICATIONS**

**If you have not consented to receiving electronic communications from us but would like to do so, please visit us online at [www.hebprepaid.com](http://www.hebprepaid.com) for required disclosures and consent.**

**IF YOU WISH TO PARTICIPATE IN THE OPTIONAL OVERDRAFT PROTECTION SERVICE YOU MUST CONSENT TO RECEIVE COMMUNICATIONS FROM US IN ELECTRONIC FORM THROUGHOUT THE ENTIRE DURATION OF YOUR PARTICIPATION IN THE OVERDRAFT PROTECTION SERVICE. IF YOU WITHDRAW YOUR CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM, YOUR PARTICIPATION IN THE OVERDRAFT PROTECTION SERVICE WILL BE IMMEDIATELY DEACTIVATED.**

## **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 Account, please contact us at:

Netspend  
P.O. Box 2136  
Austin, TX 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.  
The Telephone Automated Service is available twenty-four (24) hours a day.

**Card Account balance inquiries made by telephone are subject to a fee. For information about the fee, see the section labeled "Fee Schedule."**

## **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 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 AND SERVICES**

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**

**Purpose:** This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

**Definitions:** As used in this Arbitration Provision the term “*Claim*” means any claim, dispute or controversy between you and us arising from or relating to the Card Account or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. “*Claim*” includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term “*Claim*” is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card Account; (ii) the amount of available funds in your Card Account; (iii) advertisements, promotions or oral or written statements related to your Card Account, or goods or services purchased with your Card or Virtual Account; (iv) the benefits and services related to your Card Account; and (v) your enrollment for any Card or Virtual Account. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the small claims court.

As used in the Arbitration Provision, the terms “we” and “us” shall for all purposes mean the Issuer, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, “we” or “us” shall include any third party using or providing any product, service or benefit in connection with any Card Accounts (including, but not limited to Merchants who accept the Card or Virtual Account, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms “you” or “yours” shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional Cardholders.

**Initiation of Arbitration Proceeding/Selection of Administrator:** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services (“**JAMS**”) or the American Arbitration Association (“**AAA**”), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator.

For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); or (ii) AAA at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043; website at [www.adr.org](http://www.adr.org).

**Significance of Arbitration:** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

**Restrictions on Arbitration:** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

**Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to the mailing address we have in our records and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification. If the arbitrator issues an award in our favor, you will not be required to reimburse us for any fees we had previously paid to the arbitration administrator or fees for which we are responsible, unless the arbitrator finds that you have acted in bad faith or that your Claim was frivolous. The arbitrator may award attorneys' fees and costs to the prevailing party in the arbitration. To the extent that fees and costs are not made a part of the award, each party will bear the expense of its experts, attorneys, witnesses, and other expenses (except as set forth above), regardless of which party prevails.

**Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or

rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

**Continuation:** This Arbitration Provision shall survive termination of your Card Account as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

## **FEE SCHEDULE**

**All fee amounts will be withdrawn from your Card Account, except where prohibited by law. NOTE: Fees assessed to your Card Account balance may bring your Card Account balance negative. Any time your Card Account balance is less than the fee amount being assessed on your Card Account or your Card Account balance is already negative, the assessment of the fee will result in a negative balance on your Card Account or increase the negative balance on your Card Account, as applicable. If that occurs, any subsequent deposits or loads into your Card Account will first be applied to the negative balance.**

**If you do not Register your Card and your Card remains inactive, we will assess the listed Account Maintenance Fee beginning ninety (90) days after the date the Card was purchased.**

**Cost to Open Account/Card Purchase Fee:** \$2.00 in-store/ No fee online at [www.hebpreapid.com](http://www.hebpreapid.com); Fees for Additional or Replacement Card orders are described below.

**Refund Policy:** The Card Purchase Fee is not refundable. Please call Customer Service at **1-86-NETSPEND/1-866-387-7363** with questions about our refund policy.

<b>Two Purchase Plan Options:</b>	<b>Pay-As-You-Go<sup>SM</sup> Plan*</b>	<b>Monthly FeeAdvantage<sup>TM</sup> Plan</b>
Plan Fee	No Fee	\$5.00 per month
Signature Purchase Transaction Fee**	\$1.00 each	Included in Plan
PIN Purchase Transaction Fee**	\$2.00 each	Included in Plan
Foreign Transaction Surcharge	3.5% of the U.S. Dollar amount of the purchase transaction	3.5% of the U.S. Dollar amount of the purchase transaction

\* The Pay-As-You-Go Plan is automatically effective on your Card Account when you first obtain the Card. If you wish to change to the Monthly FeeAdvantage Plan, just call 1-86-NETSPEND or visit [www.hebprepaid.com](http://www.hebprepaid.com).

\*\*During checkout, select "CREDIT" on the keypad to make a Signature Purchase, or select "DEBIT" and enter your PIN to make a PIN Purchase.

<b>Withdraw Cash (See our tip on how to avoid ATM fees below)</b>	
Over-the-Counter Cash Withdrawal Fee at a financial institution (also referred to as the "OTC Withdrawal Fee")	\$2.50 per withdrawal, plus the Foreign Transaction Surcharge, if applicable.
Over-the-Counter Cash Withdrawal Fee at a Netspend Reload Network location (also referred to as the "OTC Withdrawal Fee – Reload Network")	Fee may be assessed by reload location and may vary from location to location. Service not available in all reload locations.
ATM Cash Withdrawal Fee - Domestic	\$2.50 per withdrawal, plus ATM owner fees, if any.
ATM Cash Withdrawal Fee - International	\$4.95 per withdrawal, plus the Foreign Transaction Surcharge, and ATM owner fees, if any.
Foreign Transaction Surcharge	3.5% of the U.S. Dollar amount of the cash withdrawal
ATM Transaction Decline Fee - Domestic	\$1.00 each
ATM Transaction Decline Fee – International	\$1.00 each
<b>Tip to avoid ATM fees:</b> Select "DEBIT" and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores.	

<b>Add Money To Your Account:</b>	
Direct Deposit Fee	No fee
Cash Value Load Fee – Netspend Reload Network Location	Fee may be assessed by reload location and may vary from location to location.
Funds Transfer Fee	Visit your Online Account Center to learn how to transfer funds between your Card and a bank account or 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. Standard text message or data rates may also apply.
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

<b>Check Your Balance:</b>	
Balance Inquiry Fee – Online Account Center	No fee
Balance Inquiry Fee – Email or Text Message	No fee; standard text message or data rates may apply
Balance Inquiry Fee – Telephone Automated Service	No fee
Balance Inquiry Fee – Telephone CS Agent	No fee
Balance Inquiry Fee – ATM Domestic	\$0.50 each, plus ATM owner fees, if any
Balance Inquiry Fee – ATM International	\$0.50 each, plus ATM owner fees, if any.

<b>Manage Your Account:</b>	
Check Request Fee	\$5.95 each
Additional Statement Mailing Fee	\$5.95 each (per statement request)
Additional Card Fee	\$1.95 each
Replacement Card Fee	\$1.95 per lost, stolen, or damaged card replaced
Card Delivery Fee – 7-10 Business Days	No fee
Card Delivery Fee – 3 Business Days	\$20.00, assessed when processed (Charged in addition to the Additional Card Fee or Replacement Card Fee)
Card Delivery Fee – 1-2 Business Days	\$25.00, assessed when processed (Charged in addition to the Additional Card Fee or Replacement Card Fee)
Account Maintenance Fee (also referred to as the “Account Inactivity Fee”)	\$5.95 per month (Fee applies if Card Account has not had any activity, that is, no purchases; no cash withdrawals; no load transactions; or no Balance Inquiry Fee for ninety (90) days.) If enrolled in the Monthly FeeAdvantage Plan and your Card Account has had no activity as described above, this fee applies instead of the Plan Fee.



Overdraft Protection Service Fee (This optional service has Cardholder activation and eligibility requirements. This service will be terminated on March 28, 2019. See the section labeled "Purchase Cushion and Overdraft Protection" for details.)	\$15.00 per Overdraft occurrence (maximum of three (3) fees per calendar month).
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<b>Make Payments:</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.
ACH Debit/ Preauthorized Payment Transaction Decline Fee	\$1.00 for each such declined transaction.
Stop Payment Fee for ACH Debit/Preauthorized Payment Transactions	\$10.00 each

<b>Optional Features:</b>	
Custom Card Fee	\$4.95 per custom card, if available.

**This Cardholder Agreement is effective June 4, 2018.**

This Card is issued by BofI Federal Bank; Member FDIC  
1-86-NETSPEND/1-866-387-7363  
www.hebprepaid.com

Certain products and services may be licensed under U.S. Patent Nos. 6,000,608 and 6,189,787.

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## Appendix – Payback Points<sup>SM</sup> Program

### INTRODUCTION

This Payback Points<sup>SM</sup> Program (“**Points Program**”) appendix constitutes the terms and conditions governing the Points Program (“**Points Appendix**”) that is associated with your Card Account. By activating or loading your Card, you agree to be bound by the Points Appendix. The Points Appendix supplements the agreement governing your use of the Card Account (the “**Cardholder Agreement**”). The Cardholder Agreement applies to the Points Program, **INCLUDING THE PROVISION WHICH PROVIDES FOR BINDING ARBITRATION**. If there is a conflict between the Cardholder Agreement and this Points Appendix, the Points Appendix will control with respect to the Points Program to the extent necessary to resolve the conflict. Unless otherwise defined in this Agreement, the capitalized terms used herein shall have the same meanings that apply to such terms in the Cardholder Agreement.

We may add to or change the Points Appendix at any time without prior notice. Among other things, we may change the rewards available through the Points Program, the Points Program balance required to receive rewards, or the number of points you can earn for certain actions. We will notify you of changes to the terms and conditions by posting updated terms and conditions in the Online Account Center, unless applicable law requires advance notice of our action.

### ELIGIBILITY

When you activate and load your Card (your “Enrollment Date”), you are automatically enrolled in the Points Program and eligible to earn points (see “Earning Points” section below). Please note, **you must Register your Card, as described in the “Opening a Card Account (Identification Verification); Registration/Activation” section of the Cardholder Agreement, to be eligible to redeem points (see “Redeeming Points” section below).**

### POINTS PROGRAM ACCESS

After your Enrollment Date, you are eligible to earn points. You may redeem points via your Online Account Center at [www.hebprepaid.com](http://www.hebprepaid.com) or via the Mobile App.

General information about the Points Program is available through the Online Account Center or Mobile App, or by calling customer service at the telephone number located on the back of your Card.

Please note that you cannot redeem points via telephone with a customer service agent. However, customer service agents will be able to provide you with certain information about your participation in the Points Program. For example, you may contact customer service to inquire about your current Points Program balance; details about the transactions and actions that will earn you points; and your points earning and redemption history.

## EARNING POINTS

Through the Points Program, you may earn points for completing certain Card transactions, activating Card Account features, or taking certain actions with participating merchants and Netspend partners. Points may be redeemed for rewards made available through Netspend or participating merchants, including Card Account credits.

***Basic points earning:*** You earn one (1) point for each whole dollar and fractions of a point corresponding to any cents of the amount spent by you and by any Secondary Cardholder on eligible signature purchase transactions (excluding any applicable transaction fees). EXAMPLE: An eligible \$7.86 Signature Purchase Transaction will earn 7.86 points. **To make a signature purchase transaction: during checkout, select “CREDIT” on the keypad.**

***Two times (2x) points for transactions made in-store at H-E-B store locations:*** In addition to the “basic points earning” described above, you will earn an additional point for each whole dollar spent on signature purchase transactions made in-store at H-E-B locations (“Additional Points”). Additional Points earned during a calendar month will be awarded to your Points Program Balance within fifteen (15) business days after the end of the calendar month. Note: Transactions made at H-E-B via third-party merchants or service providers (e.g., Shipt or Instacart) are not considered H-E-B transactions for the purpose of earning Additional Points.

From time to time, we may offer additional opportunities for you to earn points. We will present all information about the number of points you can earn and any other applicable terms and conditions when we make the offer available. For a list of ways you may earn points, please see [www.netspend.com/account/app.m#/points/how-to-earn-points](http://www.netspend.com/account/app.m#/points/how-to-earn-points).

Whether you earn points by making a purchase depends on the merchant category code (“MCC”) assigned to the specific merchant by the payment card network whose brand mark appears on your Card. An MCC is primarily based on the products and services a merchant provides. A promotion may be based on purchases made with a particular category of merchants. A merchant or some of the products and services it provides may appear to fit within that category; however, the payment card network may not have assigned that merchant to the MCC associated with the promotion. Under such circumstances, purchases from that merchant will not qualify for the promotional offer.

If you believe your Points Program balance is incorrect, you must contact customer service within ninety (90) days of the transaction or Card Account action that you believe caused the error. We will review your claim and determine whether or not to adjust your Points Program balance in our sole discretion.

## EARNING RESTRICTIONS

You will not earn points for ATM cash withdrawals, PIN Purchase Transactions, funds transfers to or from your Card Account, advances, Card Account fees, or fees assessed on your Card Account.

**NO POINTS WILL BE AWARDED FOR TRANSACTIONS THAT RESULT IN A NEGATIVE BALANCE IN YOUR CARD ACCOUNT.** If you perform a transaction that would otherwise earn points under the Points Program, you will not receive any points for that transaction if the transaction results in a negative balance in your Card Account. This restriction applies even if you are eligible for or have enrolled in an optional service that may from time-to-time allow transactions to create a negative balance in your Card Account.

High Risk Merchants: We reserve the right to not award points for transactions associated with the following MCCs:

- Betting/Gambling/Gaming
- Liquor stores
- Lottery tickets
- Adult services, personal ads, web chat, non-mainstream video subscriptions, etc.

Additional MCCs may be added to this list at any time in our sole discretion. Please see the section labeled “Introduction” for information about how we will notify you of updates to the Points Appendix.

## **REDEEMING POINTS**

Your Points Program balance will be displayed in your Online Account Center. **If you have multiple Card Accounts serviced by Netspend, you may not combine points from multiple Card Accounts to redeem a reward.**

You may only redeem whole points for rewards (*i.e.*, activity totaling 853.26 points means you have a Points Program balance of 853 points available to redeem). A complete list of available rewards and the number of points that must be redeemed to receive each reward can be viewed in the Online Account Center.

Generally, redemption options fall into these categories:

- Card Account Credits: If you elect to redeem points in the form of a credit to your Card Account, the credited amount will post to your Card Account within two (2) to three (3) business days. Unless otherwise modified in accordance with these terms and conditions, one (1) point has a redemption value of \$0.001 (one tenth of one cent).
- Merchant Offers: Please carefully read the additional terms and conditions that apply to offers from participating merchants (“Merchant Offers”) before redeeming your points. These offers may be subject to expiration dates or other terms and restrictions, and are subject to change at the sole discretion of the merchant.

**Additional terms and conditions regarding the redemption of points for rewards will be displayed when you redeem points through the online Account Center.** You will be able to decline these additional terms and conditions and cancel the redemption if you wish. When you confirm you wish to redeem points for a reward, the applicable number of points will be subtracted from your Points Program balance. **All redemption requests for rewards are final once the points are subtracted.** Rewards, including unused portions of rewards, cannot be converted back into points and will not be refunded or returned. Points have no value until redeemed and have no cash value. You must Register your Card Account in order to be eligible to redeem points.

## **SUSPENSION OR TERMINATION OF YOUR PARTICIPATION IN THE POINTS PROGRAM**

We may suspend or terminate your access to and participation in the Points Program (which may cause the suspension or termination of your Card Account), such as your ability to redeem or earn points, for any reason in our sole discretion, including, but not limited to:

- If we suspect that your participation, point-earning activity, or redemption activity is fraudulent, deceptive, or abusive;
- If we suspect your Card Account has been compromised; or
- If there has been no activity (*i.e.*, no purchases, no withdrawals, no value loads, and no Balance Inquiry Fee assessed) on your Card Account for more than twelve (12) months.

Point Forfeiture: You will immediately lose all earned points if:

- Your Card Account has been closed for any reason;
- There has been no activity in your Card Account for more than twelve (12) months; or
- We, in our sole discretion, terminated your participation in the Points Program after determining that you engaged in any fraudulent, deceptive, or abusive practices with respect to the Points Program or otherwise failed to comply with these terms and conditions.

If points are forfeited for any reason, those points will not be reinstated to your Points Program balance.

## **REWARDS RESPONSIBILITY**

**Individual merchants and service providers are responsible for the quality and performance of all Merchant Offers redeemed as a reward through the Points Program and neither the Issuer nor Netspend have any responsibility for such rewards.** Rewards are subject to availability and may be substituted with items of equal or greater value as necessary. Neither the Issuer nor Netspend are responsible for replacing lost, stolen, or damaged rewards.

Any disputes concerning rewards will not affect your obligations to the Issuer or Netspend regarding your Card Account. Neither the Issuer nor Netspend are responsible for any disputes

among you or any authorized Card users (including a Secondary Cardholder) relating to the Points Program. You are responsible for how points are used.

Questions regarding the Points Program should be directed to customer service at the telephone number located on the back of your Card.

## **WARRANTIES**

The Points Program is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. In particular, we do not guarantee continuous, uninterrupted or secure access to any part of the Points Program, and operation of the Points Program may be interfered with by numerous factors outside the control of Netspend.

## **MISCELLANEOUS**

**We reserve the right to cancel, modify, restrict, waive, temporarily suspend, add to, or terminate the Points Program or any aspects, rewards, or features of the Points Program, or these terms and conditions at any time without prior notice, including, without limitation, the criteria for earning or redeeming points, the Points Program balance necessary to redeem a particular reward, or the particular rewards that are offered through the Points Program, unless law requires advance notice of our action.**

Points are not your property and have no cash value. Points are not transferrable to another person, card account, program, or by operation of law.

You are responsible for any tax liability, including disclosure requirements, related to your participation in the Points Program and receipt of rewards. Based on your activity in the Points Program, we may be required to send you a 1099-MISC form which you may need to file with the IRS. This is not tax advice. For tax advice, please consult your tax advisor.

This Points Program is void where prohibited by federal, state, or local law.