

**CARDHOLDER HOLDER AGREEMENT**  
**IMPORTANT- PLEASE READ CAREFULLY**

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. SEE FEE SCHEDULE ON PAGE 3 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 "ACTIVATION/REGISTRATION" TERMS BELOW**

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

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**INTRODUCTION**

Terms and Conditions/Definitions for the NetSpend Visa Prepaid Card Program offered in association with ACE Cash Express (the "ACE Elite™ Card Program"). This document constitutes the agreement ("Agreement") outlining the terms and conditions under which the NetSpend Visa Prepaid Card and the NetSpend Visa Virtual Account have been issued by MetaBank® in connection with the ACE Elite Card Program. "Card Account" means the records we maintain to account for the transactions made with your Card or Virtual Account. "Account Number" means the 14-digit number used to identify your Card Account. "Card" means the NetSpend Visa Prepaid Card issued to you

by MetaBank and includes Cards held by Primary Cardholders and Secondary Cardholders in connection with the ACE Elite Card Program. "Card Number" is the 16-digit number embossed on your Card. "Virtual Account" (as further described in the section labeled "Virtual Account") means a temporary access device issued to you by MetaBank in connection with the ACE Elite Card Program that you may elect to obtain to access your Card Account for telephone or online transactions, without needing to present your Card. "Issuer," "we," "us," "Bank," and "our" means MetaBank, Member FDIC, and our successors, affiliates, or assignees. "NetSpend" refers to NetSpend Corporation, the service for the ACE Elite Card Program and ACE Elite 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 an Independent Sales Organization pursuant to an agreement with the Issuer. "You" and "your" mean the person(s) who have received the Card and are authorized to use the Card as provided for in this Agreement. "Cardholder" and "Primary Cardholder," refer to the person who submits an initial request for the Card. "Secondary Cardholder" refers to the person(s) who have received the Card at the request of the Primary Cardholder and are authorized to use the Card as provided for in the section labeled "Secondary Cardholder". In order to become a Primary Cardholder or a Secondary 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 accepting and using your Card, Card Account, or Virtual Account, you agree to be bound by the terms and conditions contained in this Agreement. 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 FDIC insured upon receipt by the Issuer, provided your Card is registered with us (for more information, see section labeled "Activation/Registration"). 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)**

**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 all financial institutions and their third parties 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 other information that will allow us to identify you. You may also ask to see your driver's license or other identifying documents. The same identification verification requirements apply to each Secondary Cardholder, if any are designated by you.

**FEE SCHEDULE**

All fees amount 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.

**Cost to Open Account/Card Purchase Fee:** For Cards purchased in a retail location, fee will be determined by operator of retail location or website, not to exceed \$9.95. Secondary Cards and Replacement Cards are available for fees as identified below.

**Refund Policy:** The Card Purchase Fee is not refundable. Please call Customer Service with questions about our refund policy.

Three Purchase Fee Plan Options:	ACE Elite™ Pay-As-You-Go™ Plan**	ACE Elite FeeAdvantage™ Plan	ACE Elite \$5 FeeAdvantage Plan**
Plan Fee	No Fee	\$9.95 per month	\$5.00 per month
Signature Purchase Transaction Fee***	\$1.00 each	Included in Plan	Included in Plan
PIN Purchase Transaction Fee***	\$2.00 each	Included in Plan	Included in Plan
Foreign Transaction Surcharge	3.5% of the U.S. Dollar amount of the purchase transaction, charged in addition to the Signature Purchase Transaction Fee or PIN Purchase Transaction Fee.	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 another Purchase Fee Plan, just call 1-86-NETSPEND or visit [www.AceEliteCard.com](http://www.AceEliteCard.com).

\*\* Cardholder must receive \$500 in ACH Deposit(s) in one (1) calendar month to qualify for this optional ACE Elite \$5 FeeAdvantage Plan. Upon qualifying, an eligible Cardholder who is on the Pay-As-You-Go Plan may call 1-86-NETSPEND or visit [www.AceEliteCard.com](http://www.AceEliteCard.com) to change to the ACE Elite \$5 FeeAdvantage Plan; a Cardholder already enrolled in the ACE Elite FeeAdvantage Plan will be automatically changed to the ACE Elite \$5 FeeAdvantage Plan.

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

Withdraw Cash (See our tip on how to avoid ATM fees below)	ACE Elite Pay-As-You-Go Plan	ACE Elite FeeAdvantage Plan	ACE Elite \$5 FeeAdvantage Plan
Over the Counter Cash Withdrawal Fee at a financial institution (OTC Withdrawal Fee)	\$2.50 per withdrawal, plus the Foreign Transaction Surcharge, if applicable. A fee may also be assessed by a financial institution that is not a Visa member financial institution.		
Over the Counter Cash Withdrawal Fee at a NetSpend Reload Network location (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. This is a third party fee, not assessed by Bank.		
ATM Cash Withdrawal Fee - Domestic	\$2.50 per withdrawal, plus third party ATM operator fees, if any.		
ATM Cash Withdrawal Fee - International	\$4.95 per withdrawal, plus the Foreign Transaction Surcharge, and third party ATM operator fees, if any.		
Foreign Transaction Surcharge	3.5% of the U.S. Dollar amount of the cash withdrawal, charged in addition to the ATM Cash Withdrawal Fee - International.		
ATM Transaction Decline Fee - Domestic	\$1.00 each		
ATM Transaction Decline Fee - International	\$1.00 each		

**Tip to avoid ATM fees:** Select "DEBIT" and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores. ATM Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator, and you may be charged a fee for a balance inquiry fee even if you do not complete a funds transfer.

Add Money To Your Account:	ACE Elite Pay-As-You-Go Plan	ACE Elite FeeAdvantage Plan	ACE Elite \$5 FeeAdvantage Plan
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. This is a third party fee, not assessed by Bank.		
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. This is a third party fee, not assessed by Bank.		
Account-to-Account Transfer Fee - website	No Fee		
Account-to-Account Transfer Fee - CS agent	\$4.95 each transfer conducted through a Customer Service (CS) agent		

Check Your Balance:	ACE Elite Pay-As-You-Go Plan	ACE Elite FeeAdvantage Plan	ACE Elite \$5 FeeAdvantage Plan
Balance Inquiry Fee – Online Account Center	No Fee		
Balance Inquiry Fee – Email or Text Message	No Fee; standard text message rates may apply		
Balance Inquiry Fee – Telephone Automated Service	\$0.50 each		
Balance Inquiry Fee – CS agent	\$0.50 each inquiry conducted through a Customer Service (CS) agent		
Balance Inquiry Fee – ATM Domestic	\$0.50 each, plus third party ATM operator fees, if any.		
Balance Inquiry Fee – ATM International	\$0.50 each, plus third party ATM operator fees, if any.		

Manage Your Account:	ACE Elite Pay-As-You-Go Plan	ACE Elite FeeAdvantage Plan	ACE Elite \$5 FeeAdvantage Plan
Check Request Fee	\$5.95 each (purpose of check is to return funds to you)		
Additional Statement Mailing Fee	\$5.95 each		
Additional Card Fee	\$3.95 each Secondary Card requested		
Replacement Card Fee	\$3.95 each lost, stolen, or damaged card replacement requested		
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 90 days). If enrolled in any 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.)	\$15.00 per Overdraft occurrence (maximum of 3 fees per calendar month).

Make Payments:	ACE Elite Pay-As-You-Go Plan	ACE Elite FeeAdvantage Plan	ACE Elite \$5 FeeAdvantage Plan
Bill Payment Fee	In addition to the one or more no-cost bill payment methods made available through third-party service providers, you can see a full range of options, including ACH Debit/Preactorized Payment Transactions, and the applicable fees in your online Account Center. Fees are determined and assessed by third-party service providers.		
ACH Debit/ Preactorized Payment Transaction Decline Fee	\$1.00 for each such declined transaction.		
Stop Payment Fee for ACH Debit/ Preactorized Payment Transactions	\$10.00 each		

Optional Features:	ACE Elite Pay-As-You-Go Plan	ACE Elite FeeAdvantage Plan	ACE Elite \$5 FeeAdvantage Plan
Custom Card Fee	\$4.95 per custom card, if available.		

**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 physical address, mailing address, email address, text message address, or your name, 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), by telephone at 1-86-NETSPEND/1-866-387-7363, or by mail to: NetSpend, P.O. Box 2136, Austin, TX 78768-2136.

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.

**AUTHORIZED USERS**

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 Personal Identification Number ("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 must not send your Card, Virtual Account, Card Number or Personal Identification Number to any person. You must notify us to revoke permission for any person you previously authorized to use your Card, Virtual Account, Card Number or PIN,

including any Secondary Cardholders (see the section labeled "Secondary Cardholder" for more details). If you notify us to cancel another person's use of your Card, Virtual Account, Card Number or PIN, we may close your Card Account and issue a new Card to you with a different number. You are wholly responsible for the use of the Card Account according to the terms and conditions of this Agreement.

**SECONDARY CARDHOLDER**

The Primary Cardholder may request an additional Card for a Secondary Cardholder. There is an Additional Card Fee for a Card for a Secondary Cardholder; for information about the fee, see the section labeled "Fee Schedule." The maximum number of such additional Cards is two (2). Any transactions initiated by the Secondary Cardholder are subject to the limits described in this Agreement and to the fees on the fee plan selected by the Primary Cardholder. The Secondary Cardholder may not request a Virtual Account or initiate transfers to another Cardholder or Card Account. The Primary Cardholder is liable for any and all use of any additional Card(s) you authorize; please see the section labeled "Authorized Users" for information about revoking or canceling another person's use of the Card, Virtual Account, Card Number, or PIN.

**ACTIVATION/REGISTRATION**

You will need to provide personal information in order for us to verify your identity and the identity of any Secondary Cardholder ("register"); see the section labeled "Opening a Card Account (Identification Verification)" for more details. Both the Primary Cardholder and Secondary Cardholder must activate and register a Card before it can be used. Your Card Account may not have full functionality (e.g., no Automated Teller Machine ("ATM") access, no international transactions, and no Account-to-Account transfers), nor will you be able to reload your Card Account until your Card has been successfully registered. You may activate and register your Card by calling 1-86-NETSPEND/1-866-387-7363 or by visiting [www.AceEliteCard.com](http://www.AceEliteCard.com).

**PERSONAL IDENTIFICATION NUMBER**

You will receive a PIN when you activate your Card. A PIN can be used to obtain cash (see 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."

To activate your Card, see the section labeled "Activation/Registration."

**CASH ACCESS**

With your PIN, and upon successful registration, 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**

Upon successful identification verification, you may add funds to your Card Account, called "value loading", at any time, subject to the limitations described below. 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). There is no limit on the number of times you may value load your Card Account in a day, but the maximum cumulative amount of value loads is currently \$7,500.00 over any 24-hour period. **When calculating this maximum amount, NetSpend will take into consideration all similar transactions made with any other card account(s) you may have that are serviced by NetSpend, whether you are a primary cardholder or a secondary cardholder.**

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, 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."

**IMPORTANT:** If you wish to receive ACH Deposits to this 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 a Card to this Card Account in the name of that household member. There is an Additional Card for a Card for a Secondary Cardholder. For information about the fee, see the section labeled "Fee Schedule."

Personal checks, cashiers' checks, and money orders sent to the Issuer are not acceptable forms of value loading. All checks and money orders sent to the Issuer for Card Account value 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." The minimum dollar value of any value loads through a NetSpend Reload Network will be subject to the terms established by the individual reload location.

**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 the 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; (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 and dollar amounts of transfers:** For security reasons, we may limit the amount or number of transactions you can make with your Card or Virtual Account. (1) When using a registered Card, you may make no more than six (6) ATM withdrawals in a 24-hour period (referred to as a "Day") and may make a total of \$940.00 in ATM withdrawals during a Day, but an individual ATM withdrawal may not exceed \$325.00, subject to any lower limits 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 services (including, but not limited to, bill payment, funds transfer, and mobile check load service providers) and transfers 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. (4) 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. (5) 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 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.** NetSpend 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 that are serviced by NetSpend, whether you are a primary cardholder or a secondary cardholder.

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 (a) qualified for Purchase Cushion coverage or (b) opted to participate in and have qualified for 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 fees. 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 the 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 Merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the Merchant may preauthorize the transaction amount for 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 sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. If we do not receive the final payment amount, the preauthorized amount on hold will remain in place for 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 online gambling or any 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 the 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 paragraph 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 a 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, the Primary Cardholder may request up to six (6) active Virtual Accounts. Each Virtual Account consists of a 16-digit account number, a 3-digit security code, and an expiration date.

Each Virtual Account expires one year from the last day of the calendar month during which the Virtual Account was created. For example, if a Virtual Account is created on February 24, 2016, its expiration date is February 28, 2017.

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 "Activation/Registration").

**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.**

*(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



Department of Child Support Services, you will not be eligible to opt-in. If you are opted-in to the Service and you receive a direct deposit of a child support payment disbursed by the California Department of Child Support, the Service will be deactivated.

**a. Activation and Eligibility**  
To activate the Service on your Card Account you must take each of the following steps: (1) consent to the delivery of electronic communications and provide a valid email address so that we can contact you if you overdraw your Card Account (see the section labeled “*Delivery of 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 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 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 the PayAnyone bill pay service 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 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. If you opt-in, the Primary Cardholder or any Secondary Cardholder may make transactions that exceed the balance of your Card Account and may incur fees on the Card Account, subject to the limitations herein. 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. If you are receiving a California unemployment compensation benefit or a public assistance payment, 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, the Service will be deactivated.

The State of California prohibits the repayment of an overdraft on a prepaid Card Account from a child support payment disbursed by the California Department of Child Support Services. If you are receiving a child support payment disbursed by the California

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 overdrown balance greater than \$1000, 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, 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, Internet service or other utility providers (“**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 bill payment 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 may be a fee associated with calling Customer Service. 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 cancelled. 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 Card Account 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 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. There is a fee associated with each stop payment order you give. For information about the fee, see the section labeled “*Fee Schedule*.”

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

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

**FRAUDULENT OR CRIMINAL CARD ACCOUNT OR VIRTUAL ACCOUNT ACTIVITY**  
We reserve the right to block 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 will incur no liability to you because of the unavailability of the funds that may be associated with your Card Account and/or Virtual Account.

**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. Merchant refunds in an amount the same or less than the amount of the corresponding debit will post to the Card Account when they are received. We have no control over when a Merchant sends a refund transaction; there may be a delay between the date of the refund transaction and 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**  
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 (“**Foreign Transaction**”), the transaction will be converted to U.S. Dollars, and you will be charged a fee equal to 3.5% of the total amount of the transaction in U.S. Dollars. If you make a Foreign Transaction, the amount deducted from your funds will be converted by Visa U.S.A. Inc. (“**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 a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. If the Foreign Transaction results in a credit due to a return, you will receive a refund for the Foreign Transaction Surcharge based on the exchange rate at the date and time of the credit; the amount of the refunded Foreign Transaction Surcharge may be more or less than the Foreign Transaction Surcharge paid at the time of the original purchase.

**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.AceEliteCard.com](http://www.AceEliteCard.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 for this call, see below). A sixty (60) day history of account transactions is available for no fee at [www.AceEliteCard.com](http://www.AceEliteCard.com). Statements in electronic format will also be made available for no fee at [www.AceEliteCard.com](http://www.AceEliteCard.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:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your Card or Virtual Account for a third party, such as a Merchant;
- In order to comply with government agency or court orders, or other legal reporting requirements;
- If you give us your written permission; or
- 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:

- If through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction;
- If a Merchant refuses to accept your Card or Virtual Account;
- If an ATM where you are making a cash withdrawal does not have enough cash;
- 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; or

9) 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.

- You will need to tell us:
- Your name and Card Number.
  - Why you believe there is an error, and the dollar amount involved.
  - 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 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 credit your Card Account.

For errors involving new Card Accounts, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Card Accounts, we may take up to twenty (20) business days to credit your Card Account for the amount you think is in error.

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.AceEliteCard.com](http://www.AceEliteCard.com).

**LOST OR STOLEN CARDS/UNAUTHORIZED TRANSFERS**  
If you believe your Card, Virtual Account or PIN has been lost or stolen, call 1-86-NETSPEND/1-866-387-7363 or write to: NetSpend, P.O. Box 2136, Austin, TX 78768-2136. You should also call the number or write to the address shown here if you believe an electronic fund transfer has been made using the information from your Card, Virtual Account or PIN without your permission.

**Your Liability for Unauthorized Transfers**  
Contact us AT ONCE if you believe your Card, Virtual Account or PIN has been lost or stolen, or if you believe 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 could lose all the money in your Card Account.

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

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 deactivate your Card and issue you a new Card to keep losses down.

Also, if you become aware of and/or your electronic history shows transactions that you did not make, including those made by your Card or other means, notify us at once following the procedures stated in the section labeled “*Information About Your Right to Dispute Errors*” appearing above. If you do not tell us within sixty (60) days of the earlier of the date you electronically access your 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, 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.

**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 anytime. 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 South Dakota except to the extent governed by federal law.

**AMENDMENT AND CANCELLATION**  
We may (a) amend or change the terms and conditions of this Agreement or (b) cancel or suspend your Card Account or this Agreement at any time without prior notice to you except as required by applicable law. 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.

In the event your Card Account is cancelled, 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. Unless you are eligible for receipt of “Excess Funds,” as described in the section labeled, “*Activation/Registration*,” 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.**

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

**DELIVERY OF 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.AceEliteCard.com](http://www.AceEliteCard.com).**

**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, BUT YOU WILL REMAIN LIABLE TO US FOR ANY NEGATIVE BALANCE, INCLUDING FEES, INCURRED.**

**CUSTOMER SERVICE**  
For customer service or additional information regarding your Card Account, please contact us at:

NetSpend  
P.O. Box 2136  
Austin, Texas 78768-2136  
1-86-NETSPEND/1-866-387-7363

Customer Service agents are available to answer your calls: Monday through Friday, 8 a.m. to 10 p.m. CT Saturday and Sunday, 8 a.m. to 8 p.m. CT. You may leave a message for Customer Service outside these hours.

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

**TELEPHONE MONITORING/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.

**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 your 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 court.

As used in the Arbitration Provision, the terms “**we**” and “**us**” shall all 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, debit 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 us 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.

**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

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 your 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 court.

As used in the Arbitration Provision, the terms “**we**” and “**us**” shall all 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, debit 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 us 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.

**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