

Standard Short Form

Monthly Fee	Per Purchase	ATM withdrawal	Cash Reload
<b>\$4.95*</b>	<b>\$0</b>	<b>\$0</b> in-network <b>\$1.95</b> out-of-network	<b>\$4.95†</b>
ATM balance inquiry (in-network or out-of-network)		\$0	
Customer service (automated or live agent)		\$0 per call	
Inactivity		\$0 per month	
<b>We charge 4 other types of fees.</b> Here are some of them:			
Foreign Transaction Fee		3%	
* Monthly fee may vary, see the cardholder agreement for details. † This fee can be lower depending on how and where this card is used.			
<b>No overdraft/credit feature.</b> Your funds are eligible for FDIC insurance.			
For general information about prepaid accounts, visit <a href="http://cfpb.gov/prepaid">cfpb.gov/prepaid</a> . Find details and conditions for all fees and services in the cardholder agreement or call <b>833-280-6144</b> or visit <a href="http://echopay.me">echopay.me</a> .			

Echopay Visa® Prepaid Card is issued by Pathward, National Association, Member FDIC, pursuant to a license from Visa U.S.A. Inc.

List of all Fees (“Long Form”) for EchoPay Visa® Prepaid Card

All fees	Amount	Details
<b>Get Started</b>		
Card purchase	\$0	No fee charged
Card Replacement	\$ 4.99	Per card. 7-10 Business days. This fee also applies to all Secondary Cards. This fee is rebated to the card account for the first request in a 12 month period, for each additional request the fee will be assessed.
<b>Monthly usage</b>		
Monthly fee	\$ 4.95	Fee charged monthly. This fee will only be charged to the Primary Card Account. This fee is waived if the card account receives a cumulative \$1000 in loads in the given cycle.
<b>Add money</b>		
Direct deposit	\$ 0	No charge
Cash reload	\$4.95	This is not our fee. Fees of up to \$4.95 may apply when reloading your card at reload agents. Locations may be found at the EchoPay website.
Card to Card Transfer	\$ 0	There is no charge for a Card to Card Transfer via web, text or customer service.
<b>Get cash</b>		
ATM withdrawal (in-network)	\$0	“In-network” refers to the Visa Plus Alliance. Locations can be found at the EchoPay website.
ATM withdrawal (out-of-network)	\$ 1.95	“This is our fee. “Out-of-network” refers to all the ATMs outside of the Visa Plus Alliance Network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. This fee also applies to Secondary Partner Cards if cash access is permitted as determined by the cardholder agreement.
Over the counter withdrawal	\$0	No charge
<b>Information</b>		
Customer service	\$ 0	No fee for calling our automated customer service line, including for balance inquiries.
Bill payments	\$ 0	No fee for expedited and regular delivery
ATM balance inquiry	\$ 0	There is no fee for an in or out of network domestic balance inquiry. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
<b>Using your Card outside the U.S.</b>		
Foreign Transaction Fee	3%	Of the U.S. dollar amount of each transaction. This includes signature, PIN, and ATM transactions. This fee also applies to Secondary Partner and Family Cards, if access is permitted as determined per the cardholder agreement.
International ATM withdrawal	\$ 2.50	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. This fee also applies to Secondary Partner Cards if cash access is permitted as determined by the cardholder agreement.
International ATM balance inquiry	\$ 0	You may also be charged a fee by the ATM operator.
<b>Other</b>		
Inactivity	\$0	No charge
Cancelation Fee	\$0	There is no fee to cancel your account or to receive a refund.
Partner Card	\$0	There is no fee for adding a Partner Card.
Family Card	\$4.95	This fee is assessed for each Family card you add. This will appear in your transaction history as “Secondary Card Fee”.
Express Shipping Fee	\$25.00	For each replacement card sent via express shipping.
<p>Your funds are eligible for FDIC insurance. Your funds will be held at or transferred to Pathward National Association, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Pathward fails, if specific deposit insurance requirements are met. See <a href="https://www.fdic.gov/deposit/deposits/prepaid.html">fdic.gov/deposit/deposits/prepaid.html</a> for details.</p> <p>No overdraft/credit feature.</p> <p>Contact Customer Service by calling 833-280-6144, by mail at PO Box 71402, Salt Lake City, UT 84171, or visit <a href="https://echopay.me">echopay.me</a>.</p> <p>For general information about prepaid accounts, visit <a href="https://cfpb.gov/prepaid">cfpb.gov/prepaid</a>. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit <a href="https://cfpb.gov/complaint">cfpb.gov/complaint</a>.</p>		

## EchoPay Visa Prepaid Card Cardholder Agreement

### CUSTOMER SERVICE CONTACT INFORMATION:

**Address:** PO Box 71402, Salt Lake City, UT 84171  
**Website:** echopay.me  
**Phone Number:** 833-280-6144

### IMPORTANT NOTICES:

- (1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
- (2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON THE CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE CARD BALANCE.
- (3) BY ACCEPTING, SIGNING, OR USING THIS CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.
- (4) BY USING THIS CARD, YOU ARE ALSO AGREEING TO PATHWARD'S PRIVACY POLICY (ATTACHED). PROGRAM MANAGERS MAY HAVE DIFFERENT PRIVACY PRACTICES, SO IT IS IMPORTANT YOU REVIEW THEIR POLICY AS WELL, IF APPLICABLE.

This Cardholder Agreement ("**Agreement**") sets forth the terms and conditions under which the EchoPay Visa Prepaid Card ("**Card**") has been issued to you by Pathward National Association. "**You**" and "**your**" means the person or persons who have received and are authorized to use the Card as provided for in this Agreement. "**We**," "**us**," and "**our**" mean collectively, Pathward, National Association, a federally-chartered savings bank, member FDIC, and its divisions or assignees. The Card is nontransferable, and it may be canceled at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference. Your full fee schedule, otherwise known as the "**Long Form**," is attached to and considered part of this Agreement.

### 1. ABOUT YOUR CARD

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

### 2. VERIFYING YOUR CARD

**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.

**What this means for you:** When you request a Card, we will ask for your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other documents at any time. You may be limited in use and features until we have been able to successfully verify your identity.

**Eligibility and Activation:** To be eligible to use and activate the Card, you represent and warrant to us that: (i) you are at least 18 years of age; (ii) the personal information that you have provided to us is true, correct and complete; (iii) you have read this Agreement and agree to be bound by and comply with its terms.

### 3. UNAUTHORIZED TRANSACTIONS

#### a. Contact in Event of Unauthorized Transfer

If you believe your Card has been lost or stolen, call or write Customer Service IMMEDIATELY at the contact information found at the beginning of this Agreement.

#### b. Your Liability for Unauthorized Transactions

Tell us AT ONCE if you believe your Card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Calling Customer Service is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your Card, you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.

Also, if your electronic history shows transfers that you did not make, including those made by your Card or other means, tell us at once. If you do not tell us within 60 days after the earlier of the date you electronically accessed your account (if the unauthorized transfer could be viewed in your electronic history), or the date we sent the FIRST written history on which the unauthorized transfer appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### Your Card may have some additional protections against unauthorized use:

Visa Zero Liability policy covers U.S.-issued Visa-branded Cards only and does not apply to ATM transactions, PIN transactions

not process by Visa, certain commercial card transactions, or unregistered cards. You must notify us promptly of any unauthorized use. For additional details visit [www.visa.com/security](http://www.visa.com/security).

**c. Business Days**

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

**4. USING YOUR CARD**

**a. Accessing and Loading Funds**

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and applicable fees. If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself. You may use your Card to purchase or lease goods or services wherever your Card is honored as long as you do not exceed the value available in your Card account.

**Your Card can also be used to:**

- (1) Load funds to your Card account;
- (2) Transfer funds between your Card accounts whenever you request; and
- (3) Pay bills directly from your Card account.

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

**Loading the Card account:** You may add funds to your Card, called "loading," by: (i) Automated Clearing House ("ACH") loads (e.g., direct deposit); (ii) Loading cash through one of our reload locations (a list is available at [echopay.me](http://echopay.me) website or 833-280-6144 number where locations can be found). See the Limits table below for limitations on amount and frequency for different load methods. Each load may be subject to a fee as set out in the Long Form. If you arrange to have funds transferred directly to your Card from a third party through an ACH load, you must enroll with the third party by providing the bank routing number and direct deposit account number that we provide you. **The only federal payments that may be loaded to your Card via ACH credit are federal payments for the benefit of the primary cardholder. If you have questions about this requirement, please call Customer Service.** We will reject any loads that exceed the maximum balance allowed on your Card. There are also maximum load restrictions we may place on your Card when aggregated with any other Cards you have. You agree to present your Card and meet identification requirements to complete load transactions as may be required from time to time.

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

**b. Limits**

<b>Load, Withdrawal and Spend Limits*</b>	
<b>Load Limitations</b>	<b>Limit</b>
Maximum Card balance at any time	\$10,000.00
Total number of times you can reload your Card	Up to 5 reloads per day, \$10.00 minimum, and \$5,000.00 daily limit.
Direct Deposit	\$1.00 to \$5,000.00
Green Dot Reload Location	4 loads daily totaling \$1,000.00 per day, minimum load of \$20.00
Card to Card transfer	\$500.00 per day
<b>Withdrawal Limitations</b>	<b>Limit</b>
ATM Withdrawals	\$1.00 to \$500 per day total. No more than five withdrawals per day.
Over the Counter Cash Withdrawals	\$1.00 to \$2,500 per day total. No more than five withdrawals per day.
Combined Withdrawal Daily Limit	\$2,500 per day.
<b>Spend Limitations</b>	<b>Limit</b>
Maximum amount in Point of Sale Signature or Point of Sale PIN Transactions	No more than \$2,500.00 per day and \$2,500.00 per transaction.

\* Third parties may impose additional limitations.

**c. Foreign Transactions**

If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued ("**Foreign Transaction**"), the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of your Card. The rate they choose is either: (i) selected from the range of

rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of any fee that we charge as compensation for our services. You will be charged a fee for Foreign Transactions in U.S. dollars as disclosed in the Long Form. If the Foreign Transaction results in a credit due to a return, we will not refund any fee that may have been charged on your original purchase.

#### **d. Secondary Cards**

You may authorize one additional Partner Card.

This Card will access funds in your main Card account. The Partner Card may be registered in the Partner Card's name. Partner cardholders may be subject to verification. Partner Cards are restricted to the following uses:

- (1) General purchases and cash withdrawals.

You may authorize up to five additional Family Cards.

These Cards will may only be funded by the Primary or Partner card account. Family Cards may be registered in the name of the Family cardholder.

Family Cards are restricted to the following uses:

- (1) General purchases; and
- (2) Transferring funds between your Card accounts.

Use of Partner and Family Cards are subject to the same restrictions on your Card, and we may hold you and/or any Partner or Family Cardholders liable for misuse of the Cards.

#### **e. Bill Pay Service Terms**

The following terms ("Bill Pay Terms") govern your access to and use of the bill payment services made available to you with your Account ("Bill Pay"), and the data used to process and complete bill payment transactions (the "Data"). By accessing and using Bill Pay, you agree to these Bill Pay Terms and you are solely responsible for compliance with applicable law. You must have given your consent to receive legally required communications or disclosures in electronic form in order to use the Bill Pay service. If you withdraw your consent, you will no longer be able to use the Bill Pay service.

**1. Usage and Availability.** You agree that you will not provide access to the Bill Pay service to any party other than yourself. You agree to use the Bill Pay service and the Data only for lawful purposes. The availability of the Bill Pay service and the Data may be subject to interruption and delay due to causes beyond our reasonable control. We reserve the right to change the Bill Pay service and these Bill Pay Terms, including fees, in our sole discretion and from time to time, without notice to you except as required by applicable law. If you do not agree to any amendments, you may stop using the Bill Pay service. Your use of the Bill Pay service after you are notified of any change will constitute your agreement to the change. We may suspend, terminate or discontinue the Bill Pay service at any time. The termination of the service shall not affect any fees or charges already due to us from you, including any amounts that may have drawn your Account negative by using the Bill Pay service. Please see the Fee Schedule for any fees applicable to the Bill Pay service.

**2. Authority to Debit Account.** If you choose to use the Bill Pay service, when you schedule a payment you authorize us to debit funds from your Account on the scheduled payment date and remit funds on your behalf to your designated biller payee in order to make the payment. You agree to have funds available in your Account in amounts sufficient to pay for all bill payments you initiate. You are responsible for paying any negative balance in your Account resulting from bill payments we have made on your behalf, in accordance with the terms of this Agreement. You also authorize us to credit returned or rejected payments from using the Bill Pay service back to your Account.

#### **3. The Bill Payment Process.**

- (i) **How to Set up Biller Payees.** When you sign into the cardholder website, [echopay.me](http://echopay.me), you will be able to establish your list of biller payees. You can select billers to pay from a pre-populated list of biller payees. You may add billers to pay that do not appear on the list of biller payees. However, we reserve the right, in our sole discretion, to determine billers you may pay using the Bill Pay service, whether or not the billers appear on the list of biller payees.
- (ii) **Method of Payment.** Bill payments will be made either electronically or by sending the biller a check, draft, or similar paper instrument drawn on your funds debited from your Account (each, a "Paper Payment"). Electronic bill payments will normally be posted as a debit from your Account and be completed within three (3) business days and Paper Payments within approximately seven (7) business days of the date that the payment is sent to the biller payee. With Paper Payments, funds in the amount of the payment will be placed on hold or withdrawn from your Account on the date you schedule the payment to be sent, regardless of when the Paper Payment is sent or presented for payment. Paper Payments will be issued and sent through a bank other than Pathward Paper Payments in the form of checks will expire after 180 days of not being cashed or deposited by the biller, and the funds will be credited back to your account within 2 to 5 days of check expiration. All payments we process for you other than Paper Payments will be processed as electronic funds transfers. Payments to certain billers may only be available by Paper Payments. For example, if you must add a biller to the Bill Pay biller list, then the payment associated with that biller will be a Paper Payment.
- (iii) **Submissions and Timelines.** Bill payments will be processed on the business day you designate the payment to be sent, provided the payment request is received prior to the cut-off time we set, which is currently midnight Mountain Standard Time. Bill payment requests received after the business day cut off time, or at any time on a non-business day, will be processed on the next business day. We reserve the right to change the cut-off time by giving you notice if it changes. Electronic bill payments are normally received by the biller within three (3) business days. Recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day or a day which does not occur in the calendar month (such as the 31<sup>st</sup> day on a 30 day month), which will result in your payment being processed on the next business day. We may set an expiration date (usually one hundred eighty (180) days from date of issue) for any

Paper Payment we send to a biller. If we do this, we may stop payment of the Paper Payment if the biller does not cash the Paper Payment on or before the expiration date, and if we do so we will issue a credit to your Account for the amount of the Paper Payment.

- (iv) **Scheduling Bill Payments.** Due to circumstances beyond our control, some billers take longer to process payments than others. You should therefore schedule your bill payments to be sent at least five (5) business days prior to the payment due date reflected on your biller's statement. We suggest scheduling your first bill payment to each biller to be sent eight (8) business days in advance of the payment due date. After your first payment has posted you will have a better understanding of how much time to allow for each biller. If you do not schedule your payment to be sent at least five (5) business days before the payment due date, your bill payment may not reach or be processed by the biller on or before the payment due date.
- (v) **Failed Payments.** Failed electronic payments will be credited to your account within 2 to 5 business days of the system notification that the payment failed. Paper Payments which are not cashed within one hundred eighty (180) days of issuance will be automatically credited to your account within 1-5 business days after expiration.
- (vi) **Cancelling or Changing Bill Payments.** If you have scheduled in advance to make bill payments out of your Account, you can cancel or change any of these payments by visiting the cardholder website and cancelling or changing the payment instruction. You must do so three (3) business days before the date you scheduled the bill payments to be sent. You may request a stop payment of a Paper Payment up until the Paper Payment has been presented for payment by calling Customer Service at 833-280-6144.
- (vii) **Limits.** In addition to the Bill Pay limits provided in the Limits table of this Agreement, we may set a maximum dollar amount for payment or refuse to permit any payment if we reasonably believe such refusal is necessary or advisable for security reasons

**4. Refusal, Reversal and Return of Payments.** We reserve the right, without liability, to reverse or refuse to make a bill payment if you do not have sufficient funds in your Account to fund the payment, if you fail to comply with these Bill Pay Terms (including, but not limited to, timing requirements for scheduling payments) or if we believe the payment to be prohibited by law. The Bill Pay service may return payments for various reasons, including, but not limited to: (i) the biller or billing account information is not valid; (ii) the biller does not deposit a Paper Payment; (iii) the biller account is paid in full; or (iv) the U.S. Postal Service does not deliver or returns a Paper Payment.

**5. Disclaimer of Warranty. YOU EXPRESSLY AGREE THAT USE OF THE BILL PAY SERVICE AND THE DATA IS AT YOUR SOLE RISK, AND THE BILL PAY SERVICE AND THE DATA ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**6. Responsibility for Failed, Delayed or Inaccurate Bill Payments.** We are not responsible for any failure to complete or delay in completing any bill payment if (1) your Account does not contain sufficient funds to complete the transaction, (2) the biller rejects or returns the payment for any reason, or a Paper Payment sent to pay a bill is delayed or is never cashed or deposited by the biller payee, (3) the Bill Pay service is unavailable or not working properly, and you know, or we have told you about the problem before the payment is sent, (4) you have provided us with incomplete, incorrect, or outdated information about the biller or account you wish to pay or the amount of the bill, (5) the biller mishandles or delays handling or posting any payment we send, or (6) any other action or omission of a biller. We do not guarantee that any payment will be received by the payment due date, and we are not responsible for any interest, late fees, expenses or other damages you incur due to failed or delayed payments. If a payment fails, it is your responsibility to notify the biller immediately and make the necessary arrangements to reschedule payment. We are not responsible for any bill payments you initiate that are higher or lower in amount than your actual bill. If you make an overpayment that causes a credit to an account with your biller, you will be responsible to make appropriate arrangements with the biller to receive a refund of the credit or have it applied against future balances. If you underpay a biller you are responsible for resolving the issue with the biller on your own, which may involve your making a separate bill payment for the remaining balance of your bill. These rules are applicable to recurring bill payments as well, so you should not set up recurring payments for bills that may vary in amount from bill to bill.

WE WILL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE LOSSES, DAMAGES, OR EXPENSES IN CONNECTION WITH THESE BILL PAY TERMS OR THE BILL PAY SERVICE, EVEN IF WE HAVE KNOWLEDGE OF THE POSSIBILITY OF THEM. ADDITIONALLY, WE ARE NOT RESPONSIBLE FOR ANY LOSSES, ERRORS, INJURIES, EXPENSES, CLAIMS, ATTORNEY'S FEES, INTEREST OR OTHER DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL, CAUSED BY THE BILL PAY SERVICE.

**7. Indemnity.** You agree to defend, indemnify and hold us and our officers, employees, directors, suppliers, agents and service providers harmless from and against any third-party claims, including any damages, costs, expenses and attorneys' fees arising out of your negligent use of the Bill Pay service or your failure to comply with applicable law or these Bill Pay Terms.

## **7. CONFIDENTIALITY**

We may disclose information to third parties about your Card account or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card account for a third party, such as merchant;

- (3) In order to comply with government agency or court orders, or other legal reporting requirements;
- (4) If you give us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (6) As otherwise necessary to fulfill our obligations under this Agreement.

## **8. DOCUMENTATION**

### **a. Receipts**

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

### **b. Account History and Balance**

You may obtain information about your Card balance by calling Customer Service. This information, along with a 12-month history of account transactions, is also available online at the Website mentioned above.

You also have the right to obtain at least 24 months of written history of account transactions by calling or by writing Customer Service. You will not be charged a fee for this information unless you request it more than once per month.

## **9. TRANSACTIONS AND PREAUTHORIZED TRANSFERS**

### **a. Right to stop payment and procedure for doing so**

If you have told us in advance to make regular payments out of your Card account, you can stop any of these payments. Call or write to Customer Service with the contact information located at the beginning of this Agreement in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

### **b. Notice of varying amounts**

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

### **c. Liability for failure to stop payment of preauthorized transfer**

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **d. Our liability for failure to complete transactions**

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

- (1) If, through no fault of ours, you do not have enough funds available in your Card account to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card or PIN lost or stolen;
- (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) For any other exception stated in our Agreement with you.

### **e. ATM Fees**

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

### **f. Preauthorized Credits**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit should tell you every time they send us the money. You can call Customer Service to find out whether or not the deposit has been made.

### **g. Authorization Holds**

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

## **10. ERROR RESOLUTION PROCEDURES**

**In Case of Errors or Questions about Your Prepaid Account:** Call or write Customer service at the Phone Number, Address, or Website mentioned above as soon as you can, if you think an error has occurred in your prepaid account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. In any case, we may limit our investigation

of any alleged error that you do not report to us within 120 days of the posted transaction. You may request a written history of your transactions at any time by calling or writing Customer Service. You will need to tell us:

- (1) Your name and prepaid account or Card number.
- (2) Why you believe there is an error, and the dollar amount involved.
- (3) Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call Customer Service or visit our Website.

## **11. ADDITIONAL TERMS OF THE AGREEMENT**

### **a. Personal Identification Number ("PIN")**

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

### **b. Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

### **c. Card Replacement and Expiration**

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

### **d. Authorized Users**

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

### **e. Communications**

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you with any contact information you provide to us, including cellular and wireless phone numbers, landline numbers, and email addresses. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

## **12. LEGAL NOTICES**

### **a. English Language Controls**

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

### **b. Account Closure**

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

### **c. Assignability**

You may not assign or transfer your Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card account. If we assign our rights, you will get a notification from us.

### **d. Legal Process**

Regardless of where or how we are served, we will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant we believe to be valid relating to you or your Card. You agree that we will honor legal process that is served personally, by mail, or by facsimile transmission



at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Card account records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will enforce a right of security interest against any of your Card accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. We may deduct such expenses from your Card account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds in a Card account, we may remove the funds from the account and maintain them separately.

**e. Other Terms**

You will be notified of any change to this Agreement in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement will not be affected. This Agreement will be governed by the law of the state of South Dakota except to the extent governed by federal law. Should your Card have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency.

**13. JURY TRIAL WAIVER**

**YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION CLAUSE SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL WAIVER.**

**14. ARBITRATION CLAUSE**

We have put this Arbitration Clause in question and answer form to make it easier to follow. However, this Arbitration Clause is part of this Agreement and is legally binding. For purposes of this section, our "Notice Address" is: Pathward, N.A., Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108.

Background and Scope.		
Question	Short Answer	Further Detail
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator ("Arbitrator") solves Disputes in an informal hearing.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Arbitration Clause?	Yes, within 60 days	If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you purchase the Card. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card number. State that you "opt out" of the Arbitration Clause.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.
Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	This Arbitration Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Card or this Agreement. It includes claims related to the validity in general of this Agreement. <b>However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.</b>
Who handles the arbitration?	Usually AAA or JAMS	Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Clause do not apply. The arbitration administrator will be either: <ul style="list-style-type: none"> <li>The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, <a href="http://www.adr.org">www.adr.org</a>.</li> <li>JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, <a href="http://www.jamsadr.com">www.jamsadr.com</a></li> <li>Any other company picked by agreement of the parties.</li> </ul> If all the above options are unavailable, a court will pick the administrator. No arbitration may be

		administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes	For Disputes subject to this Arbitration Clause, you give up your right to: <ol style="list-style-type: none"> <li>1. Have juries decide Disputes.</li> <li>2. Have courts, other than small-claims courts, decide Disputes.</li> <li>3. Serve as a private attorney general or in a representative capacity.</li> <li>4. Join a Dispute you have with a dispute by other consumers.</li> <li>5. Bring or be a class member in a class action or class arbitration.</li> </ol> We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.
Can you or another consumer start a class arbitration?	No	<b>The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis.</b> All Disputes subject to this Arbitration Clause must be decided in an <b>individual</b> arbitration or an <b>individual</b> small-claims action. This Arbitration Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Arbitration Clause ineffective?	No	This Arbitration Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.
<b>Process.</b>		
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award.
<b>Arbitration Fees and Awards.</b>		
Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

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Document ID:

# FACTS

## WHAT DO PATHWARD FINANCIAL, INC. AND PATHWARD, NATIONAL ASSOCIATION DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and transaction history
- Credit history and assets

When you are *no longer* our customer, we continue to share your information as described in this notice.

### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Pathward Financial, Inc. and Pathward, National Association choose to share; and whether you can limit this sharing.

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

### Questions?

Call 833-898-0023 or go to [www.pathwardprivacypolicy.com](http://www.pathwardprivacypolicy.com)

Who we are	
<b>Who is providing this notice?</b>	Pathward Financial, Inc., and Pathward, National Association (together, "Pathward").
What we do	
<b>How does Pathward protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate
<b>How does Pathward collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ Open an account or apply for a loan</li> <li>■ Make deposits or withdrawals from your account or provide account information</li> <li>■ Make a wire transfer</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>■ Sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ Affiliates from using your information to market to you</li> <li>■ Sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Pathward does not share with affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Pathward does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partner(s) include nonaffiliated financial companies that we may partner with to jointly market financial products or services to you.</i></li> </ul>
Other important information	

**For California and Vermont Residents:** We will not share personal information we collect about you with affiliated and nonaffiliated third parties, except as permitted by law, including, for example, for our own marketing purposes, our everyday business purposes, or with your consent.

**For Vermont Residents:** We will not share your credit information or information about your creditworthiness, transactions, or experience, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**For Nevada Residents:** We are providing you this notice under state law. You may be placed on our internal Do Not Call List by contacting the Privacy Department and requesting an Opt Out of Marketing. If you would like more information about our telemarketing practices and the Nevada Law, you may contact us at Pathward, N.A., Attn: Privacy Department, 5501 S. Broadband Lane, Sioux Falls, South Dakota 57108, and phone number: 833-898-0023. For more information on this law, you may contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Ave., Suite 3900, Las Vegas, NV 89101; phone number: 702.486.3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov).