

Netspend Bank Transfer Service Terms and Conditions

These Netspend Bank Transfer Service Terms and Conditions (the “Terms”) apply to your access to and use of the Netspend funds transfer service described below (the “Transfer Service”). “Netspend,” “we,” “us,” and “our” means Netspend Corporation, its successors, affiliates, and assigns. “You” and “your” mean the person who uses the Transfer Service. By accessing or using the Transfer Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Transfer Service.

IMPORTANT – THESE TERMS CONTAIN (1) AN ARBITRATION PROVISION AND (2) A WAIVER OF RIGHTS TO BRING A CLASS ACTION (SEE SECTION BELOW LABELED “*RESOLUTION OF DISPUTES BY BINDING ARBITRATION*”). BY ACCESSING OR USING THE TRANSFER SERVICE, YOU AFFIRM THAT YOU AGREE TO THESE PROVISIONS.

A. Transfer Service Overview & Eligibility Requirements

The Transfer Service is available to those that meet our eligibility requirements and complete the enrollment process through the Online Account Center or Mobile App associated with your Account (collectively, the “Account Center”).

In order to be eligible to access and use the Transfer Service, you must: (i) have an eligible account in your name that is provided by an FDIC-insured financial institution (“Issuer”) and serviced by Netspend, and that is active and in good standing (e.g., no blocks for fraud or dormancy) (the “Account”); (ii) read and accept the Netspend E-SIGN Disclosure and consent to receive electronic communications sent to the valid e-mail address that you maintain on file with Issuer in connection with your Account; (iii) read and accept these Terms and Netspend’s Privacy Policy; and (v) read and agree to the Funds Transfer Authorization, which provides your authorization to Netspend to conduct funds transfers involving your Account and Linked Account (defined below) as contemplated in these Terms.

In order to utilize the Transfer Service, you must first link a bank account you hold at another financial institution (such account once linked, the “Linked Account”; such institution, the “External Bank”) with your Account – *please see the Account Center for instructions regarding the “linking” process*. The Transfer Service is a funds transfer service offered by Netspend that allows you to transfer funds between your Linked Account and your Account. For purposes of these Terms, a “Transfer” may refer to:

- an “Inbound Transfer”, which is a funds transfer from your Linked Account to your Account; and/or
- an “Outbound Transfer”, which is a funds transfer from your Account to your Linked Account.

For an Inbound Transfer, your Account may be referred to as the “Receiving Account”, and your Linked Account may be referred to as the “Sending Account.” For an Outbound Transfer, your Linked Account may be referred to as the “Receiving Account” and your Account may be referred to the “Sending Account”.

Netspend utilizes the Automated Clearing House (“ACH”) network to process Transfers and, in order to use the Transfer Service, you must authorize Netspend (by providing the Funds Transfer Authorization through the Account Center) to initiate ACH debit entries and ACH credit entries to and from your Account and your Linked Account for the full amount of any Transfer you request and any amounts due to Netspend under these Terms, and, where necessary, to initiate ACH debit entries and/or ACH credit entries and adjustments, as applicable, to address any debit or credit entries made in error to the Linked Account and/or your Account.

The Transfer Service is described in detail, including steps for requesting and initiating a Transfer, in the Account Center. By enrolling in the Transfer Service, you agree to these Terms, including the website description in the Account Center, and any amendments or additions we may make to these Terms and the website description. You acknowledge that you are solely responsible for complying with all agreements, terms, and conditions that you may have entered into with the External Bank or which otherwise apply to your Linked Account (collectively, the “Linked Account Agreement”). You must review the Linked Account Agreement to ensure that it permits the use of the Linked Account in connection with your use of the Transfer Service, and to determine whether any charges or limits may apply to transactions such as the Transfers contemplated under these Terms. You agree that Netspend will have no liability for, and that you will indemnify

and hold harmless Netspend from and against, any losses, liabilities, claims, damages, interest, judgments, costs, or expenses, including without limitation fees and disbursements of counsel, incurred by Netspend arising out of, or related to, the Linked Account Agreement and/or your relationship with the External Bank.

The Transfer Service is not offered by Issuer, and is separate from your Account and any related services provided by Issuer. Netspend has contracted with Issuer to market and make the Transfer Service available to you and to facilitate your use of the Transfer Service, including permitting the use of your Account to send funds to your Linked Account and receive funds transferred from your Linked Account, or to receive any refunds, in connection with the Transfer Service. These Terms apply only to your use of the Transfer Service and do not apply to any use of your Account or Linked Account, which remains fully subject to all terms governing your use of your Account or Linked Account, as applicable, and any other applicable agreements, terms, conditions and policies, including the relevant financial institution's privacy policy.

By accepting the Terms, and thereafter each time you access or use the Transfer Services, you represent and warrant to Netspend that: (i) you meet the general eligibility requirements set forth herein; (ii) all information that you have provided to us is true, accurate, current, and complete in all respects; (iii) any Linked Account that you register for, or otherwise utilize in connection with, the Transfer Service is a transaction account at a U.S. state or federally chartered, FDIC-insured financial institution capable of receiving ACH credit and debit entries that you own by yourself or jointly with another person and are fully authorized to use; (iv) you will only use the Transfer Services for your own personal, family, or household purposes, and not for any commercial or other business-related purposes, or to conduct any international transfers for any purpose; and (v) you will maintain sufficient funds in the Linked Account and Account, as applicable, to make and timely settle each Transfer you request through the Transfer Service. You acknowledge that, subject to applicable law, any breach of these representations may result in our cancellation of your access to and use of the Transfer Service without prior notice to you.

By submitting any request to use the Transfer Service, or otherwise using any portion of the Transfer Service, you authorize: (i) Issuer to release or otherwise provide access to Netspend any and all information and data necessary for Netspend to provide the Transfer Service to you, including but not limited to information and data regarding you and your Account, your relationship with Issuer, transactions using your Account, and any suspicion of fraud related to your Account; and (ii) Netspend to share information and data with Issuer regarding Netspend's relationship with you, any requests you submit to access or use any portion of the Transfer Service, and any other information related to your use or attempted use of any portion of the Transfer Service.

B. Initiating a Transfer; Cutoff Time for Transfer Service

Initiating a Transfer: You must have a Linked Account before you can initiate a Transfer, which requires you to link a bank account you hold at an External Bank by completing the account linking process instructions in the Account Center. To add an external bank account as a Linked Account, you must provide your log-in credentials for such external account. If the External Bank is not listed in the Account Center, then the Transfer Service is not available for use with that External Bank at this time. Our technology platform provider will communicate with the External Bank to complete the linking of the account. Once your external account is linked and established as a Linked Account, you will be able to enter the details of your Transfer using the on-screen prompts. When initiating a Transfer in the Account Center, a confirmation screen will appear that will include fields for: (a) the dollar amount of the requested Transfer; (b) a Receiving Account; (c) a Sending Account; (d) any applicable Transfer Service fee amount (the "Transfer Service Fee"); and (e) the total amount of the requested transaction to be added to your Account or debited from your Account, as applicable, which will include the Transfer Service Fee, if any. Following entry of the Transfer instructions, you will review the Transfer details and acknowledge your authorization for the Transfer. Once an ACH debit or ACH credit is initiated by us, you will receive a confirmation of the Transfer. Your authorization for the Transfer is irrevocable. We are not responsible to you for any delay with respect to the availability of funds once remitted by us to Issuer, or any failure of Issuer to accept or properly process any funds remitted to it.

Cutoff Time:

- **Standard Transfers:** Transfer generally take three (3) Business Days to complete and for the funds

to settle in your Account or Linked Account, as applicable (such transfer, a “Standard Transfer”). If you give us an instruction for a Standard Transfer on a Business Day before 4:30 PM Eastern Time (“Standard Cutoff Time”), then the Transfer will be initiated that Business Day. If you submit a Standard Transfer instruction after the Standard Cutoff Time, or on a day that is not a Business Day, the instruction will be treated as if it was given on the following Business Day.

Our business days are Monday through Friday, excluding U.S. federal holidays (each such business day, a “Business Day”). Any references to “days” found in these Terms are calendar days unless indicated otherwise.

C. Reversal of Transfers

In the event that the ACH debit entry transmitted to the Linked Account or Account is subsequently rejected, or we receive notice that the External Bank or Issuer, as applicable, requests a reversal or return of a completed Transfer (each, a “Return Request”), we may be required to comply with the Return Request and, if so required, you hereby authorize us to debit your Account or Linked Account, as applicable, in an amount up to the amount of the relevant Transfer and credit the funds to the Linked Account or Account, as applicable. We will notify you of the Return Request and associated debit by email.

In the event that we receive a Return Request, are required to debit your Account and credit the Linked Account, and your Account does not maintain a sufficient balance to complete the Return Request, you hereby authorize us to, in our sole discretion, either: (a) debit the Account at a later time when the Account maintains a sufficient balance to complete the Return Request in its entirety, and/or (b) debit another account you hold at an FDIC-insured financial institution that is serviced by Netspend in order to complete the Return Request in its entirety.

D. Transfer Service Fees

You agree to pay all applicable fees and charges disclosed in this Fee Schedule or otherwise disclosed in these Terms, and you authorize Netspend to debit such fees from your Account or Linked Account. Applicable Transfer Service Fees are set forth in the Fee Schedule below:

Fee	Description of the Fee	Standard Transfer Amount
Transfer Fee	Standard Transfer: 3 Business Day transfer of funds from your Linked Account to your Account or your Account to your Linked Account	No Fee
Reversal Fee	Fee for processing returned or rejected Transfers.	\$5.00
The External Bank may charge you for ACH debits and ACH credits. Please consult your Linked Account Agreement for further details.		
*Reversal Fee applies only to Inbound Transfers.		

To the extent permitted by law, Netspend has the right to collect from you the amount of any Transfer and any applicable fees, plus any fees assessed and collection expenses, court costs and attorneys' fees. To the extent permitted by law, you agree to hold Netspend harmless from any losses, costs, expenses or damages it may incur in connection with collecting any amounts associated with any Transfer, or in defending any of the foregoing actions, including court costs and attorneys' fees. You authorize Netspend to debit your Account or Linked Account for any amounts owing to Netspend described in this section.

E. Limitations Applicable to the Transfer Service

The chart below summarizes certain limits that will apply to your use of the Transfer Service:

Limit Type	Limit – Inbound Transfer	Limit – Outbound Transfer
Transaction dollar amount limit	\$300.00	\$300.00
Dollar amount limit for any period of twenty-four (24) consecutive hours	\$300.00	\$300.00
Dollar amount limit for any period of thirty (30) consecutive days	\$500.00	\$1000.00
Minimum Transfer value (exclusive of any applicable Transfer Service Fee)	\$10.00	\$10.00

We may impose additional or different limits on the frequency and/or dollar amount of Transfers available to you at any time and at our discretion. For example, we may limit the maximum dollar amount allowed per Transfer, the aggregate dollar amount of Transfers allowed over a period of time, or the maximum number of Transfers allowed over a period of time. We will advise you of the applicable limits before you complete a request for a Transfer.

F. Suspension or Termination of the Transfer Service

We may immediately, in our sole discretion, suspend or terminate your access to the Transfer Service for any of the following reasons: (i) if we determine or reasonably suspect your Transfer activity is fraudulent; (ii) if we suspect your Account or Account credentials have been compromised; (iii) if you disable or delete your email address you have registered in connection with your Account or withdraw your consent to receive electronic communications; (iv) if you fail to comply with any law or regulation applicable to your use of the Transfer Services, Linked Account, Account, or these Terms; (v) if we are required by law or instructed by a governmental or regulatory body to suspend or restrict the Transfer Service; (vi) if you do not provide, or if you withdraw, the Funds Transfer Authorization, (vii) if the account that you have identified as your Linked Account does not meet the criteria specified for a “Linked Account”, or otherwise may not be used as such in connection with the Transfer Service for any reason, and you do not provide information identifying another account which meets all criteria specified for a “Linked Account”; and/or (viii) if you close your Account.

In the event that: (i) your Account is cancelled, closed, terminated, or suspended for any reason; (ii) you disable or delete the email address you have registered in connection with your Account, or otherwise fail to maintain a valid email address on file in connection with your Account; (iii) you do not accept, or you withdraw your acceptance of, these Terms, the Netspend E-SIGN Disclosure, or Netspend’s Privacy Policy, as each may be amended from time to time, Netspend reserves the right, in its sole discretion, to refuse to process any Transfer. Netspend also reserves the right, in its sole discretion, to refuse to process any Transfer under the Transfer Service for risk management, security, or other reasons; if we suspect fraud; or as we otherwise deem necessary or appropriate to comply with applicable law. In each of the foregoing instances, we shall not be liable to you in such event. All transfers are subject to fraud and risk monitoring by Netspend.

You agree not to access or use the Transfer Service for any unlawful, illegal, or illicit purpose. We reserve the right, in our sole discretion, to suspend or terminate your access to, or use of, the Transfer Service at any time in the event that we detect or anticipate what we reasonably believe to be fraudulent, suspicious, or unlawful activity or any activity that is inconsistent with these Terms, or as may be necessary to attempt to prevent any such activity. We will incur no liability to you in the event that we take any such action.

G. Email Notifications You Will Receive From Us

We will send you an email notification whenever: (i) a Transfer is initiated to or from your Account using the Transfer Service; (ii) a problem is identified regarding your Transfer request; (iii) a new Linked Account is added or removed from your online Account Center profile; or (iv) a Transfer request you initiated is reversed.

We are not responsible for any email messages that you do not receive, or for any delay in your receipt or our delivery of any email notification. If you give your email address to any other individual, you are responsible for any release of any Account or Linked Account information. It is your responsibility to ensure

that the email address you give us is current and accurate at the time you provide it to us, and that if it changes, you agree to promptly update your email address in the Account Center or by calling customer service.

H. Our Liability for Failure to Make Transfers

We will make reasonable efforts to complete Transfers in accordance with your instructions. If we do not complete a Transfer to or from your Account on time or in the correct amount, according to these Terms, we will be liable to you for your direct losses or damages to the extent provided under the federal Electronic Fund Transfer Act/Regulation E. We are responsible for completing Transfers on time according to your properly entered and transmitted instructions. However, there are some exceptions. We will not be liable for the following:

1. if, through no fault of ours, you do not have enough available funds in your Sending Account to make a Transfer in the amount requested plus all Transfer Service Fees or other applicable service fees and charges;
2. you attempt to make a Transfer in excess of the Transfer limits or in violation of these Terms;
3. a legal order directs us to prohibit debits from your Sending Account or credits to your Receiving Account;
4. your Account or Linked Account is closed or has been frozen;
5. your access to the Transfer Service has been suspended or terminated;
6. you, or anyone you allow to use the Transfer Service, commits any fraud or violates any law or regulation or these Terms;
7. the Account Center or other system related to the Transfer Service was not working properly and you knew about the breakdown when starting or initiating the Transfer;
8. you have not given us complete, correct, or current instructions, or other information you supply to us that we need to complete a Transfer is incorrect, incomplete, or untimely;
9. you have not properly followed instructions for using the Transfer Service;
10. we have reason to believe that a Transfer is unauthorized or for a fraudulent or illegal purpose;
11. the External Bank declines the Transfer;
12. circumstances beyond our control (such as fire, flood, or computer breakdown or problems with a telephone line or Internet failure) prevent or impede a Transfer, despite reasonable precautions taken by us; or
13. you have closed your Account.

I. Disputes About Your Account and Linked Account

You acknowledge and agree that we are not responsible and have no liability with respect to your Account or Linked Account. You must look solely to Issuer or the External Bank, as applicable, for access to your funds and any disputes concerning the respective account.

J. Accuracy of Information

You are responsible for the accuracy of all information you provide in connection with each Transfer request you submit, including the desired Transfer amount. Please carefully enter and review all information you provide to us in connection with each Transfer request. You are solely responsible from providing us with accurate information. We are not liable for processing Transfers in accordance with any information that you provide to us.

K. Amendments

We may, to the extent permitted by applicable law, amend or otherwise add or remove terms to the Terms, add or increase applicable fees, and change any feature of the Transfer Service at any time and in our sole discretion by posting the amended Terms at the Account Center, and any such amendment shall be effective upon such posting, or such other time as we designated, to the Account Center. However, if the amendment or other change is made for security, fraud, or risk purposes, we can implement such change immediately,

without prior notice to you, provided, we will post such changes as soon as reasonably possible to the Account Center. If we do post an amendment to the Account Center, we will also notify you by sending an email to the email address you have given us. If applicable law requires notice in advance of our action, we will comply with that requirement. Your continued use of the Transfer Service after any change is deemed as acceptance of such change. The current Terms are available on the Account Center.

L. Information Collection and Confidentiality

You may be asked to provide identification information in connection with your use of the Transfer Service. We may use the information to verify your identity, to process a Transfer, or otherwise provide the Transfer Service to you. We may disclose information to third parties (including Issuer, our Originating Depository Financial Institution, third party service providers, and the External Bank) about you and your use of the Transfer Service:

- Where it is necessary or helpful to process Transfers or otherwise provide the Transfer Service to you;
- In order to verify the existence and condition of your Account and/or Linked Account and the funds available in your Account and/or Linked Account to be used to transfer amounts in connection with your use of the Transfer Service;
- In order to comply with government agency or court orders, or other legal or administrative reporting requirements;
- In order to detect, prevent, investigate, or report potential fraud or other illegal activity;
- To our employees, auditors, affiliates, service providers, or attorneys, as needed;
- If you give us your written permission; or
- When otherwise permitted by law.

Please see our Privacy Policy, available in the Account Center, for further information, including how we use, share, and safeguard the information that we collect.

M. LIMITATION OF OUR LIABILITY

WE WILL NOT BE LIABLE TO YOU FOR ANY LOSSES WHICH ARISE, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM OUR DECISION TO DECLINE A TRANSFER REQUEST OR INVALIDATE A TRANSFER FOR ANY REASON, INCLUDING CAUSES BEYOND OUR CONTROL. IN SOME INSTANCES, A TRANSFER MAY BE DECLINED IF WE RECEIVE INCOMPLETE, INACCURATE, OR UNTIMELY INFORMATION. SIMILARLY, WE MAY DECLINE A TRANSFER REQUEST WHEN INACCURATE, INCOMPLETE, OR UNTIMELY INFORMATION PREVENTS US FROM COMPLETING A TRANSFER OR IF FRAUD IS SUSPECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR COSTS THAT YOU INCUR AS A RESULT OF OUR DECISION TO DECLINE A TRANSFER REQUEST OR INVALIDATE A TRANSFER UNDER THE CIRCUMSTANCES DESCRIBED IN THIS PARAGRAPH.

WE WILL NOT BE LIABLE TO YOU FOR: (1) DELAYS OR MISTAKES, OR ANY CLAIMS, LOSSES, OR DAMAGES, RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, NATURAL DISASTERS, INSURRECTION, WAR, RIOTS, OR PANDEMICS; OR (2) ANY CLAIMS, LOSSES, OR DAMAGES RESULTING FROM (I) YOUR FAILURE TO COMPLY WITH THESE TERMS, (II) COMMUNICATION SYSTEM FAILURES, OR (III) FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM.

YOU AGREE THAT, IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOUR EXCLUSIVE AND MAXIMUM REMEDY FOR ANY CLAIM AGAINST US IS A REFUND OF THE TOTAL AMOUNT THAT YOU HAVE PAID TO US. NO OTHER REMEDY IS AVAILABLE TO YOU, INCLUDING, BUT NOT LIMITED TO ANY REMEDY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY WHETHER YOUR CLAIM ARISES DUE TO OUR NEGLIGENCE, OTHER FAULT, ERROR, OMISSION, OR NON-PERFORMANCE. WE ACCEPT NO

RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF ISSUER, THE EXTERNAL BANK, OR ANY OF THEIR SERVICE PROVIDERS OR THEIR DESIGNEES. THIS PROVISION SHALL BE EFFECTIVE EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW.

N. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE AND UNDERSTAND THAT THE TRANSFER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THESE TERMS, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES OR RELATING TO OR ARISING OUT OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ANY PART OF THE TRANSFER SERVICE, AND OPERATION OF THE TRANSFER SERVICE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

O. Indemnification

Except to the extent that Netspend is otherwise liable under these Terms or by law, you agree to indemnify and hold Netspend, its shareholders, subsidiaries, affiliates, directors, officers, employees, agents, representatives, suppliers, service providers, and subcontractors, harmless from any and all losses, liabilities, claims, demands, judgments, and expenses, including but not limited to reasonable attorney's fees, arising out of or in any way connected with your use of, or the provision or performance of, the Transfer Services.

P. Use and Availability of the Account Center

You agree to comply with the terms of use applicable to the Account Center. Although considerable effort is expended to make the Account Center and our other operational and communications channels consistently available, we do not warrant these channels to be available and error free at all times. You agree that we will not be responsible for any interruptions in service due to maintenance of, change to, or failure of the Account Center or other communications channel.

Q. Miscellaneous

- **Cancellation.** We may cancel or suspend all or a portion of the Transfer Service at any time without prior notice to you, except as required by applicable law.
- **Assignment.** You may not assign or transfer your rights or obligations under these Terms or your ability to access or use the Transfer Service. We may transfer our rights under these Terms at any time and in our sole discretion.
- **Governing Law.** These Terms will be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws principles. These Terms shall not be interpreted to waive rights that cannot be waived under applicable state money transmission laws in the state where you are located.
- **Waiver/Severability.** We do not waive our rights by delaying or failing to exercise them at any time. If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal governmental agency, the validity or enforceability of any other provision of these Terms shall not be affected.
- **Section Headings.** Section headings in these Terms are for convenience of reference only, and shall not govern the interpretation of any provision of these Terms.
- **Construction.** The singular includes the plural, and the plural includes the singular. All references to "herein," "hereunder," "hereinabove," or like words shall refer to these Terms as a whole and not to any particular section, subsection, or clause contained in these Terms. The terms "include" and "including" are not limiting. Reference to any agreement or other contract or terms includes any

permitted modifications, supplements, amendments, and replacements. The headings, captions, headers, footers, and version numbers contained in these Terms are inserted for convenience only and shall not affect the meaning or interpretation of these Terms.

- **English Language Controls.** Any translation of these Terms is provided for your convenience. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.
- **Entire Understanding.** These Terms set forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter addressed herein, and supersede any prior or contemporaneous understandings or agreements with respect to such subject matter.
- **YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY 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.**

R. Customer Service

For customer service or additional information regarding the Transfer Service, please contact us at:

Netspend
P.O. Box 2136
Austin, Texas 78768-2136
customerservice@netspend.com

Q. Resolution of Disputes by Binding Arbitration

Purpose: This Arbitration Provision sets forth the circumstances and procedures under which Claims (as defined below) shall 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 Transfer Service or these Terms, as well as any related or prior agreement that you may have had with us or the relationships resulting from these Terms, including the validity, enforceability, or scope of this Arbitration Provision or the Terms. “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) the Transfer Service; (ii) initiating or completing Transfers under the Transfer Service, including your use of your Account in connection with the Transfer Service; (iii) advertisements, promotions, or oral or written statements related to the Transfer Services, and (iv) the benefits and services related to the Transfer Service.

As used in the Arbitration Provision, the terms “we” and “us” shall for all purposes mean Netspend Corporation, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors, and representatives. As solely used in this Arbitration Provision, the terms “you”, “your”, or “yours” shall mean all persons or entities approved by us to use the Transfer Service, including all persons or entities contractually obligated under the Terms.

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. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 620 Eighth Avenue, Suite 34 Floor, New York, NY 10018; website at www.jamsadr.com; or (ii) AAA at 120 Broadway, 21st Floor, New York, NY 10271; website at 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 basis involving Claims brought in a purported representative capacity on behalf of the general public, other accountholders 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 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 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, 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.

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

S. State Disclosures

Netspend maintains licenses to engage in various money transmission activities, including its provision of the Transfer Service, in many states, and our related obligations as a holder of these licenses may impact our provision, and your use, of the Transfer Service depending on where you reside. Netspend’s licenses and

corresponding required disclosures can be found on the Netspend State Licenses and Disclosures page, available at <https://www.netspend.com/help/licenses/>, which information is hereby incorporated by reference as part of these Terms.

These Terms are effective November 1, 2020.