

PORTE

Demand
Deposit
Account
Agreement

FEE SCHEDULE

All fees	Amount	Details
Monthly usage		
Monthly fee	\$0.00	No monthly fee.
Deposits		
Debit Card Funding (funds transfer from debit card account)	\$2.95	\$0.00 for the first two (2) completed Debit Card Funding transactions per calendar month, then \$2.95 per transfer thereafter. Minimum transfer of \$10.00. This fee is not applied to your Porte Account. Fee will be applied to the debit card used to fund the Porte Account.
Get cash		
ATM withdrawal (in-network)	\$0.00	"In-network" refers to the MoneyPass® ATM Network. Locations can be found on the Mobile App.
ATM withdrawal (out-of-network)	\$2.50	This fee is per transaction. "Out-of-network" refers to all ATMs outside of the MoneyPass ATM Network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Over-the-Counter Cash Withdrawal Fee at a financial institution	\$2.50	This fee is per withdrawal. A fee may also be assessed by the financial institution.
Information		
Customer service (automated)	\$0.00	No fee for calling our automated customer service line, including for balance inquiries.
Customer service balance inquiry (live agent)	\$0.50	This fee is per call when you request a live customer service agent to provide account balance information.
ATM balance inquiry*	\$1.00	This is our fee, charged for each balance inquiry conducted at an ATM located in the U.S. You may also be charged a fee by the ATM operator.
Using your Card outside the U.S.		
Foreign Transaction Fee**	3.00% of the transaction amount	This fee is per transaction, assessed on all purchase transactions and cash withdrawals conducted outside of the U.S., and is based on the U.S. dollar amount of the transaction. For cash withdrawal transactions, the fee is in addition to the International ATM withdrawal fee.
International ATM withdrawal**	\$4.95	This is our fee. This fee is per transaction. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
International ATM balance inquiry**	\$1.00	This is our fee. This fee is per transaction. You may also be charged a fee by the ATM operator.
Other		
Overdraft Fee	\$20.00	This fee is assessed only if you have enrolled in the optional Overdraft Service and the service has been activated. See the Demand Deposit Account Agreement for additional information.
Additional Statement Mailing Fee	\$5.95	This fee is per statement requested. You may view or print your statement on the Mobile App without a fee.
Replacement Card Fee	\$3.95	This fee is per replacement requested for lost, stolen, or damaged Cards.
Additional Card Fee	\$3.95	This fee is per additional Card requested.
Card Delivery Fee	\$0.00	For delivery within 7-10 Business Days. Replacement / Additional / Custom Card Fee still applies.
	\$20.00	For delivery within 3 Business Days. Charged in addition to Replacement / Additional / Custom Card Fee.
	\$25.00	For delivery within 1-2 Business Days. Charged in addition to Replacement / Additional / Custom Card Fee.
Account Closure Fee	\$15.00	This fee is per check requested to return funds at Account closure.
* When you use an ATM, you may be charged a fee by the ATM operator or any network used to complete the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).		
** This fee may be assessed on transactions conducted in U.S. territories.		

PORTE Account by MetaBank Demand Deposit Account Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

Address: Netspend, P.O. Box 2136, Austin, Texas 78768-2136

Website: www.portebanking.com

Phone Number: 1-800-267-7080

IMPORTANT NOTICES:

- 1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
- 2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE IN YOUR ACCOUNT. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE ACCOUNT BALANCE.
- 3) BY OPENING OR MAINTAINING THIS ACCOUNT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. THIS AGREEMENT INCLUDES THE FOLLOWING DISCLOSURES: (1) THE FEE SCHEDULE; (2) OUR PRIVACY POLICY; AND (3) ANY ADDITIONAL DISCLOSURES REGARDING YOUR ACCOUNT AND/OR RELATED FEATURES OR SERVICES THAT THE BANK MAY PROVIDE TO YOU FROM TIME TO TIME.
- 4) AS EXPLAINED IN FURTHER DETAIL IN THE E-SIGN DISCLOSURE, AUTHORIZATION TO ELECTRONICALLY RECEIVE ANY AND ALL COMMUNICATIONS OR DISCLOSURES RELATED TO YOUR ACCOUNT AND ANY RELATED PRODUCTS AND SERVICES IS A CONDITION OF THIS ACCOUNT, MEANING THAT IF YOU REVOKE YOUR CONSENT TO RECEIVE SUCH COMMUNICATIONS AND DISCLOSURES ELECTRONICALLY YOU UNDERSTAND THAT WE WILL IMMEDIATELY CLOSE YOUR ACCOUNT.
- 5) WE MAY CLOSE THE ACCOUNT AT ANY TIME, WITH OR WITHOUT CAUSE (SEE THE SECTION LABELED "ACCOUNT CLOSURE" BELOW FOR MORE INFORMATION).

This Demand Deposit Account Agreement ("**Agreement**") sets forth the terms and conditions that govern your PORTE Account by MetaBank ("**Account**" and referred to in the Mobile App as "**Spending Account**"). "**Accountholder**," "**you**," and "**your**" means the person who has opened and owns the Account. "**We**," "**us**," "**our**," and "**Bank**" mean MetaBank, National Association, a federal savings association, Member FDIC, and our successors, affiliates, or assignees. "**Netspend**" refers to **Netspend Corporation**, who performs certain services related to your Account on our behalf. Please read this Agreement carefully and keep it for future reference.

1. DEFINITIONS

- "**Access Device**" means your Card, PIN, password, and any other code or device that we make available to access your Account.
- "**ACH**" means the Automated Clearing House network, a funds transfer system governed by the NACHA (National Automated Clearing House Association) rules, that provides funds transfer services to participating financial institutions.
- "**Actual Balance**" is the aggregate amount of funds in your Account according to our records, and includes electronic credits and all deposits. Your Actual Balance may be different than your Available Balance.
- "**ATM**" means Automated Teller Machine.
- "**Available Balance**" is the amount of funds in your Account available for withdrawal and authorizing transactions, which may be different than your Actual Balance. The Available Balance is reduced by 1) the amount of pending transactions, such as a point-of-sale transaction; 2) funds on hold in accordance with our Funds Availability Policy; 3) our receipt of notice that a transaction will be presented or returned; or 4) our receipt of legal process relating to your Account.
- "**Business Day**" means any day of the week that is not a Saturday, Sunday, or federal holiday. Any references to "days" found in this Agreement means calendar days unless indicated otherwise. Non-Business Days are considered part of the following Business Day.
- "**Card**" means the debit card that may be used to access the funds deposited in your Account as further described in the section below labeled "Using Your Account."
- "**Cash Transfer**" means a transfer of funds for deposit into your Account initiated at a money transmission service provider and that is subject to the terms and conditions of the money transmission service provider.
- "**Customer Service**" means the customer service we make available for your Account, available at the address, website, and phone number listed in the section labeled "Customer Service Contact Information."
- "**Direct Deposit**" means an ACH credit intended for, or posted to, your Account. A Direct Deposit may include payroll, pension, state or federal payments (including Social Security benefits), from your employer or other originator.
- "**EFT**" means electronic funds transfer transactions.
- "**Fee Schedule**" refers to the document listing fees applicable to your Account, which is attached to this Agreement as amended from time to time.
- "**Financial Service**" means your Account or any financial product or service made available by us through the Mobile App or otherwise in connection with your Account.
- "**Funds Availability Policy**" means the Funds Availability Policy set forth below.
- "**Item**" means service charges, electronic items or transactions, drafts, preauthorized payments, automatic transfers, telephone-initiated transfers, ACH transactions, online banking transfers, adjustments, and any other instruments or instructions for the payment, transfer, or withdrawal of funds.
- "**Mobile App**" means the mobile application made available to you by the Bank or its service provider through which you may obtain information regarding, and otherwise manage,

your Account. Please note: Message and data charges may apply from your wireless service provider when using the Mobile App.

- **"Mobile Check Service"** means a service you may choose to obtain from a third party in which you negotiate a check to that third party, and the third party transfers the funds from that check into your Account through an ACH transaction.
- **"Password"** means the password that you use to access the Mobile App.
- **"PIN"** means a Personal Identification Number used in connection with your Card to conduct Account transactions, as further described in the section below labeled "Using Your Account."

2. ABOUT YOUR ACCOUNT

Your Account is a demand deposit account. The Account is not a prepaid account or a credit product. You will not receive any interest on the funds in your Account. This Account is not designated for business use, and we may close your Account if we determine that it is being used for business purposes. ACCOUNT SERVICES ARE NOT AVAILABLE AT METABANK, N.A., RETAIL LOCATIONS. Should you attempt to make a deposit or withdrawal at a MetaBank, N.A., bank location, you may be directed to contact Customer Service. We may close your Account or refuse to process any transaction involving your Account that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. When we receive funds that you deposit to your Account, the funds are insured by the Federal Deposit Insurance Corporation ("FDIC"), subject to applicable limitations and restrictions of such insurance. You may not use your Account for any illegal transactions or any activity prohibited by this Agreement.

You agree to pay the charges as shown on the Fee Schedule. We will deduct the charges directly from your Account when you incur them. We will not be liable for dishonor of any Item resulting from our deduction of any charges as authorized by this agreement. Fees assessed to your Account balance may bring your Account balance negative. Any time your Account balance is less than the fee amount assessed to your Account or your Account balance is already negative, the assessment of the fee will result in a negative balance on your Account or increase the negative balance on your Account, as applicable. If that occurs, any subsequent deposits to your Account will first be applied to the negative balance.

Your Account does not offer a standard check-writing feature. You may not write checks on your Account or order checks for your Account from us or any other source. Any transactions on your Account that involve a check drawn on your Account, including written checks, check by phone, or third-party authorizations that come through as a check, will not be honored. When providing account and routing numbers to merchants to make a payment (whether in person, electronically, or over the phone), you need to ensure that the merchant is using the ACH system to process the transaction as an electronic debit, as ACH is an accepted form of payment for your Account. If the merchant processes a payment as a check, the check will be rejected and not paid. The merchant may charge a fee if this happens. You may not use your Card number or your Account number and our routing number in connection with the creation and/or negotiation of any financial instruments, such as checks, which we have not authorized.

3. GETTING STARTED

a. Verification Process

- 1) **Important information for opening an 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 an Account.
- 2) **What this means for you:** When you open an Account, we will ask for your name, street address, date of birth, government ID, 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.

Accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. We may validate the information you provide to us to ensure we have a reasonable belief of your identity. If we are unable to verify your identity to our satisfaction, we will not open your Account or we may close the Account if it was previously funded and issue a refund check to the address used to request the Account. We reserve the right to not open an Account for anyone in our sole discretion. We may also limit the number of Accounts that you have in our sole discretion. Your Account is subject to fraud prevention restrictions at any time, with or without notice. Accounts are limited to one per person.

- 3) **Eligibility and Activation:** To be eligible to use and activate this Account, you represent and warrant to us that: (i) you are citizen or permanent resident of the fifty (50) United States or the District of Columbia who can lawfully enter into and form contracts under applicable law in the state in which you reside; (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, and; (iv) you have read and agree to our Privacy Policy and Electronic Communications Agreement.
- b. **Card Activation.** In order to open an Account, you must provide all of the personal and financial information required from you and pass the mandatory identification verification described below. In addition, to use the Card you receive from us in connection with your Account, you must activate the Card through the Mobile App. You will select a PIN through the Mobile App once you activate your Card.

4. ACCOUNT FUNDS

a. Deposits

Deposits may be made only in the form and manner we permit in our sole discretion. We may, at our sole discretion, refuse to accept any deposit. If an Item you deposit is returned

unpaid, we will debit your Account and assess any other fee we pay or loss we incur. In addition, you are liable to us for all costs and expenses related to the collection of any amount from you. Funds deposited to your Account are available as described below under "Your Ability to Withdraw Funds". Cash Transfers will not be FDIC insured until we receive the funds even if we make the funds available to you prior to receipt as described below. YOU CANNOT MAKE A DEPOSIT THROUGH AN ATM OR ANY OF OUR BRANCH LOCATIONS.

b. Limits

The following limits apply to deposits and transfers to your Account:

Deposit Method	Limit	Frequency
Direct Deposit or ACH transfers (including preauthorized recurring transfers) from another financial institution	No limit	Manual review may be conducted on deposits exceeding \$15,000.00.
Debit Card Funding	\$200.00	Per day; maximum of 5 transactions per day.
	\$500.00	Per week; maximum of 10 transactions per week.
	\$1,000.00	Per month; maximum of 15 transactions per month.
Cash Transfers sent to us through the Netspend Network	\$7,500.00	Per transaction.
	\$7,500.00	Per day.
	\$15,000.00	Per 30-day period.
Cash Transfers sent to us through third-party money transmission service providers	Limit and frequency of deposits varies based on service selected; please see third-party service terms and conditions for limits specific to the service selected.	
ACH transfers sent to us by an eligible Mobile Check Service	Limit and frequency of deposits varies based on service selected; please see third-party service terms and conditions for limits specific to the service selected.	
Funds transmitted to us electronically through an eligible third-party money transmission service provider (e.g., a non-ACH transfer through a third-party service provider)	Limit and frequency of deposits varies based on service selected; please see third-party service or third-party financial institution terms and conditions for limits specific to the service selected.	
If you use a third-party service, such as a money transmitter, Mobile Check Service, or other third party to make transfers to your Account, limits may be imposed by those third parties.		

Deposit transactions may be subject to a fee as set forth in the Fee Schedule. If you arrange to have funds deposited directly to your Account through an ACH credit transaction, you must enroll with the entity making a payment to you by providing our routing number and your Account number. Cash Transfer providers may require you to meet certain identification requirements, including presenting your Card, in order to complete Cash Transfers. Except for the deposit transactions set forth above that you have authorized, no other person can deposit money into your Account on your behalf, and we reserve the right to reject any such deposit. We will not accept any checks, money orders, or cash mailed or otherwise provided to us for deposit, or any inbound wire transfers to your Account. We are not liable for any checks, money orders, or cash mailed to us.

FEDERAL PAYMENTS: THE ONLY FEDERAL PAYMENTS THAT MAY BE DEPOSITED TO YOUR ACCOUNT VIA AN ACH CREDIT ARE FEDERAL PAYMENTS FOR THE BENEFIT OF THE ACCOUNTHOLDER. IF YOU HAVE QUESTIONS ABOUT THIS REQUIREMENT, PLEASE CALL CUSTOMER SERVICE.

c. Funds Availability Policy

Our policy is to make funds from your electronic deposits available on the Business Day we receive the deposit. We reserve the right to delay the availability of deposits funded by ACH debit of an external bank account to allow us time to verify the external account and receive payment on collected funds. Once the funds are available, you can withdraw them in cash and we will use them to pay Card transactions and other transactions permitted on the Account. We reserve the right to refuse any deposit.

If final payment is not received on any item you deposit to your Account, or if we are required to return any Direct Deposit or ACH credit transaction for any reason, you agree to pay us the amount of any returned item we previously credited to your Account.

You may arrange to have funds transferred by ACH to your Account by your employer or other appropriate payor. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five (5) Business Days after we receive the deposit. Note that after we make funds available to you, and you have spent, sent, or withdrawn all or a portion of the funds, you are still

responsible for any problems involving your deposit.

d. **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, you can check the status of the deposit in the Mobile App or contact Customer Service to find out whether or not the deposit has been made.

e. **Transaction Processing Order**

Generally, your deposits and withdrawals are processed as follows:

- 1) Unless manual review is needed, Direct Deposits and any other ACH credits (including Cash Transfers) are added to your Available Balance at the time we receive and process the applicable ACH file or at the time we receive pending deposits that are immediately available for your use. ACH debits are deducted from your Available Balance in the order of lowest to highest dollar amount if multiple ACH debits are present in a single ACH file that we process.
- 2) Transactions received real-time during the day are processed as they occur. Debit transactions received during the day are debited from your Account as they occur if there is a sufficient Available Balance in the Account to pay them (for example, ATM and other Card transactions). Please note: Your Available Balance may not reflect every transaction you have initiated or previously authorized (e.g., preauthorized debit transaction holds that are later released).
- 3) Fees for services we provide that have not already been debited from your Account are deducted from your Available Balance after other transactions have been processed. Even if we provisionally post items to your Account during the day, we may treat them as if we received all of them at the end of the day.

f. **Your Ability to Withdraw Funds**

The length of the delay for the ability to withdraw funds and make purchases varies depending on the type of deposit and is explained above. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash or use the Card to make purchases.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

We may accept, pay, certify, or charge Items to your Account in the order we choose. Even if we provisionally post Items to your Account during the day, we may treat them as if we received all of them at the end of the day. We do not necessarily process transactions with regard to the fees that you may incur for insufficient balances.

g. **Third-Party Transfers**

Funds sent to us through eligible third-party service providers offering mobile check cashing services, money transmittal services, or Cash Transfers. Generally, funds that we receive from you through one of these eligible third-party service providers will be available to you within one (1) hour from the time we receive the funds from the third-party service provider. Please see the applicable third-party service provider's terms of service for information about their processing and transmission timeframes. We may also, from time to time, enter into an arrangement with a third-party service provider which permits us to make funds you deposit with us through Cash Transfers available to you prior to the time we actually receive the funds because the third-party service provider has informed us that the Cash Transfer is in the process of transmittal to us. Please note that even if we make funds available to you prior to our actual receipt, those funds will not be FDIC insured until we receive them.

h. **Debit Card Funding**

You may add funds to your Account from a consumer debit card you provision into the Mobile App and enabled for use through the Visa® or Mastercard® networks, and associated with an account held at a U.S. financial institution ("Eligible Debit Card"). A deposit using an Eligible Debit Card allows you to send a one-time transfer from an Eligible Debit Card to your Account through the Visa, Mastercard, or ATM debit network. The total amount of the transaction, plus any applicable fee, will be charged to your Eligible Debit Card. You are responsible for ensuring that the available balance associated with your Eligible Debit Card is sufficient to cover the requested amount of the transaction plus any applicable fees. Fees for a Debit Card Funding are described in the section above labeled "Fee Schedule." In addition to fees that we charge, the issuer of your Eligible Debit Card may charge fees for the transaction. We are not responsible for any fees, including overdraft fees, charged by the issuer of your Eligible Debit Card. Contact the issuer of your Eligible Debit Card directly for questions or concerns regarding charges or fees associated with your Eligible Debit Card. Debit Card Funding Transactions are provided by MetaBank, N.A.

i. **Other Types of Deposits**

Funds availability rules for other types of deposits will be disclosed to you at the time those other deposit options are offered to you.

5. USING YOUR ACCOUNT

a. **Accessing Funds and Limitations**

Each time you use your Card or another permitted method to access funds in your Account, the Available Balance in your Account will be reduced by the amount of the

transaction and applicable fees. Generally, you may not exceed the Available Balance in your Account through an individual transaction or a series of transactions – unless we decide, in our sole discretion, to approve such transaction(s) because you have (a) qualified for Purchase Cushion coverage or (b) opted to participate in and have qualified for the Overdraft Service. If you do not qualify for either the Purchase Cushion or the Overdraft Service (each defined in more detail below), and any transaction(s) exceeds the balance of the funds available in your Account, you will remain fully liable to us for the amount of the transaction(s) and any corresponding transaction fee(s) and agree to pay us promptly for the negative balance. If your Account has a negative balance, any deposits will be used to offset the negative balance. We may also, to the extent permitted by applicable law, use any deposit or balance on another account you have with us to offset a negative balance in your Account. If you have not deposited sufficient funds to your Account to cover the negative balance within sixty (60) days of its creation, we may close your Account. Additionally, we have the right to pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other account(s) you may have with us. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. The following types of electronic fund transfers are available on your Account:

- 1) **ACH Transfers.** You may provide another party the ability to initiate transfers from your Account (on a one-time or recurring basis) through an ACH transaction. If you authorize the party initiating the withdrawal or deposit with advance authorization to make recurring ACH transfers to or from your Account, the transfers are referred to as “preauthorized transfers.”
- 2) **ATM or POS cash withdrawals.** With your PIN, you may use your Card to obtain cash from ATM or any Point-of-Sale (“POS”) devices, if and as permitted by the relevant merchant, bearing an acceptance mark displayed on the Card. ATM transactions are treated as cash withdrawal transactions. You may also obtain your Account balance through certain ATMs. See the Fee Schedule for information about fees that may be applicable to the use of your Card to obtain cash or Account balance information. In addition, some or all transactions may be subject to a surcharge assessed by the terminal owner. Any cash withdrawn through an ATM or POS device transaction, or through a participating bank, will be subject to the limitations set forth in the section below labeled “Limits.” Cash withdrawals are available up to the daily authorization limits disclosed below, provided the Available Balance in your Account is greater than or equal to the amount requested plus any fees that may be charged along with the cash withdrawal. Cash withdrawals may also be subject to varying daily limits at the terminal owner’s discretion. If you use your Card and PIN to obtain Account balance information through an ATM, please note that the balance information provided may not reflect recent transactions and may include funds that are not available for immediate withdrawal.
- 3) **Cash withdrawals at a participating financial institution.** You may use your Card to obtain cash through an over-the-counter transaction at a participating financial institution.
- 4) **Card Purchases.** You may use your Card to purchase goods and services from merchants that accept Cards bearing an acceptance mark displayed on the Card as a method of payment.

You may use your Account to purchase or lease goods or services as long as you do not exceed the value available in your Account. You are not authorized to use the bank routing number and account number to make a debit transaction if you do not have sufficient funds in your Account (subject to applicable terms and offerings in this agreement). These debits will be declined and your payment will not be processed.

b. Limits

The following limits apply to transactions on your Account:

Spend Method	Limit	Frequency
Point-of-Sale Purchase Transactions (PIN-based or Signature-based)	\$5,000.00	Per transaction.
Cash Withdrawals at a Financial Institution (OTC Cash Withdrawal)	\$5,000.00	Per transaction.
ATM Cash Withdrawals (domestic or international)	\$400.00	Per transaction.
	\$1,000.00	Per day.
Funds transmitted to a third party (person or account) electronically by an eligible third-party money transmission service provider (e.g., a non-ACH transfer through a third-party service provider)	Limit and frequency of deposits varies based on service selected; please see third-party service or third-party financial institution terms and conditions for limits specific to the service selected.	
Preauthorized Debits to a third party (person or service provider)	Limit and frequency of deposits varies based on service selected; please see third-party service or third-party financial institution terms and conditions for limits specific to the service selected.	

c. **Foreign Transactions**

If you make a purchase or obtain cash using your Card in a currency or country other than U.S. dollars ("Foreign Transaction"), the amount deducted from your Account will be converted by the network or card association that processes the transaction into an amount in the currency of your Account. 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 Fee Schedule. If a Foreign Transaction results in a credit due to a return, we will not refund any Foreign Transaction Fee that may have been charged on your original purchase.

d. **Preauthorized Transfers**

- 1) **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how: Call or write us with the Customer Service information above in time for us to receive your request at least three (3) 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 fourteen (14) days after you tell us you want to stop such payments. There may be a fee associated with each stop payment order you give. For information about the fee, please see the Fee Schedule. To stop a recurring payment to a merchant you have preauthorized to debit your Account, you may also contact the merchant to request that the recurring payment be cancelled. If you have arranged for recurring payments to a merchant using the bill pay services available through an eligible third-party service provider, you should first contact the applicable third-party service provider to cancel the recurring payment.
- 2) **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- 3) **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.

e. **Our Liability for Failure to Complete Transactions**

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

- 1) If, through no fault of ours, you do not have enough funds available in your 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 Account 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 communications failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- 9) In the case of preauthorized credits, the data from the third party is not received, is incomplete or erroneous; or
- 10) For any other exception stated in our Agreement with you.

f. **Authorization Holds**

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Account 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. You do not have the right to stop payment on an authorized purchase transaction, except as otherwise provided herein. If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier.

6. CONFIDENTIALITY

We may disclose information to third parties about your 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 Account for a third party, such as a merchant;
- 3) In order to comply with government agency or court orders, or other legal reporting requirements;

- 4) If you give us your written permission;
- 5) To our employees, auditors, affiliates, service providers, or attorneys, as needed; or
- 6) As otherwise necessary to fulfill our obligations under this Agreement.

7. DOCUMENTATION

a. Periodic Statements

You will be able to review Account transactions and Account statements through the Mobile App. The Account statement shall be deemed received on the date that it is posted to the Mobile App. **Consent to receive electronic communications is a condition of your Account. We will not send you a paper copy of your statement unless you request it by contacting us at 800-267-7080. Fees for requesting paper copies may apply; please see the Fee Schedule for more information.**

Periodic statements will be provided for each monthly cycle in which an EFT occurs. If no EFT has occurred, a periodic statement will be provided at least quarterly. If your Account is dormant, we may stop sending you account statement emails, posting statements to the Mobile App, or mailing statements. Your Account is dormant if your Account has not had any customer-initiated activity, that is, no purchases; no cash withdrawals; no cash remittances; or no balance inquiry fees, for 365 consecutive days. For security reasons, we may refuse a withdrawal or transfer from Accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization.

b. Receipts

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

8. LOST OR STOLEN CARDS; UNAUTHORIZED TRANSACTIONS

a. Contact Customer Service Immediately

If you believe your Card or Access Device has been lost or stolen, contact Customer Service. You should also call or write to Customer Service if you believe a transfer has been made without your permission.

b. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Card or Access Device has been lost or stolen, or if you believe that an electronic funds 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 or Access Device, you can lose no more than \$50.00 if someone used your Card, Account, or Access Device without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or Access Device, and we can prove we could have stopped someone from using your Card, Account, or Access Device without your permission if you had told us, you could lose as much as \$500.00. If your Card or Access Device has been lost or stolen, we will deactivate your Card or Access Device, as applicable, and issue you a new one to keep losses down.

Also, if your statement 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 statement was delivered to you, 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 for a reasonable period.

c. In Case of Errors or Questions About Your Electronic Transfers

Contact Customer Service as soon as you can if you think an error has occurred in your Account. You must contact us no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. You will need to tell us:

- 1) Your name and Card or Account number;
- 2) A description of the error or the transaction you are unsure about;
- 3) An explanation of why you believe it is an error or why you need more information; and
- 4) The dollar amount of the suspected error.

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 we used in our investigation. If you have any further questions regarding our error resolution procedures, please contact Customer Service.

d. Your Liability for Unauthorized Visa Transactions

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

9. ADDITIONAL TERMS OF THE AGREEMENT

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

You will receive a Personalized Identification Number ("PIN") when you activate your Card. 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 advise us immediately, following the procedures in this Agreement.

b. **Returns and Refunds**

If you are entitled to a refund for any reason for goods or services purchased with your Account, the return and refund will be handled by the merchant. If the merchant credits your Account, 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 in any way for any goods or services you decide to purchase, including, without limitation, their quality, safety, legality, or delivery. We will not become involved in any dispute involving such goods or services. You also agree to release us and our respective directors, officers, employees, and agents from any and all claims, demands, and damages between persons using and accepting the Card associated with your Account, including any claims, demands, or damages arising out of or related to the purchase or sale of goods or services.

c. **Card Replacement and Expiration**

If you need to replace your Card for any reason, please contact Customer Service (fees may apply; see the Fee Schedule). You will be required to provide personal information which may include your Card number, full name, transaction history, and similar information to help us verify your identity. Please see the Fee Schedule for any applicable fees to replace your Card. 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. You will not be charged a fee for replacement Cards that we send due to expiration of the Card.

d. **Additional Cards/Authorized Users**

The Account may only be owned and titled in the name of one individual. Account ownership is nontransferable. The Account cannot be owned or titled jointly, by an organization, as "Payable on Death" or "In Trust For." You may not permit another person to have access to your Card or Account. If you do provide access to your Card or Account, you are liable for all transactions conducted using the Card and any additional Card or the Account. You are wholly responsible for the use of each Card and Account according to the terms of this Agreement, subject to the terms of this Agreement and applicable law.

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 by 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.

Please note: Certain optional features may require your consent to receive electronic communications from us. If you do not consent or withdraw your consent to electronic communications, we may terminate your Account or any services that rely on electronic communications.

f. **Change of Address**

You are responsible for notifying us immediately upon any change to your address or email address. If your address changes to a non-U.S. address, we may close your Account and return funds to you in accordance with this Agreement. You are responsible for notifying us of any change in your physical address, mailing address, email address, phone number, or your name, no later than two (2) weeks after said change. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email account available to any other individual, you agree that you are responsible for any release of any Account information to such individual. It is your sole responsibility to ensure that the email address you provide to us is current and accurate. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current email address.

10. OPTIONAL FEATURES AND SERVICES

For more information on the following product features or services, visit the Mobile App or contact Customer Service. Standard text message and data rates, fees, and charges may apply.

a. **Savings Account**

Your Account includes access to an optional linked Savings Account. Separate terms and

conditions apply to the Savings Account. See your Mobile App for more information, including terms and enrollment.

b. **Overdraft Protection Service**

A discretionary Overdraft Protection Service may be available if you meet certain conditions, as described below:

i) **WHAT YOU NEED TO KNOW ABOUT OVERDRAFT AND OVERDRAFT FEES**

You generally do not have the right to make transactions or incur fees in amounts exceeding the balance of your Account ("Overdraft"); however, as a non-contractual courtesy, the optional Overdraft Service ("Service") is available on your Account if you elect to participate (i.e., "opt in") and you have met each of the activation and eligibility requirements described below. In the event you qualify and opt in to the Service, we may allow you to conduct Card transactions and incur fees that exceed the Available Balance of your Account, subject to the applicable fees and limitations described herein, and we reserve the right to pay Overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize the transaction, it will be declined. We may deactivate your use of the Service at any time, including if you incur too many Overdrafts. If you choose to participate in the Service, it is that program only that will provide coverage, at our discretion, for any negative balances. If you opt out of the Service or your participation in the Service ends or is suspended for any reason, and you have continuously used and maintained your Account in accordance with the terms of this Agreement, the Purchase Cushion feature may be made available to you at our discretion (see the "Purchase Cushion" section for more information).

ii) **Activation and Eligibility:** To activate the Service on your Account, you must take each of the following steps:

- 1) Review and accept the terms pertaining to the Service;
- 2) Enroll in the Service (i.e., opt in) through the Mobile App;
- 3) Have a positive Account balance at the time of Service activation; and
- 4) Receive Direct Deposits totaling at least four hundred dollars (\$400.00) to your Account within thirty-five (35) days prior to enrolling in the Service.

The Service will be activated on your Account within twenty-four (24) hours after you satisfy each of the steps above. Direct Deposits received prior to your enrollment in the Service will be considered for the purpose of determining your eligibility for activation of the Service. After activation of the Service, you must continue to receive Direct Deposits to your Account totaling at least \$200.00 every thirty (30) days. If you fail to receive Direct Deposits totaling at least \$200.00 every thirty (30) days after Service activation, or your Account has a negative balance for more than thirty (30) days, or if you overuse the Service (as determined in our sole discretion), the Service will be immediately deactivated. Your Account will remain open to receive credits and deposits, which will automatically be applied to your negative balance before they are available to you; however, you will not be able to conduct any transactions using your Account, including any Card transactions, until your Account has a positive balance (i.e., sufficient funds to cover the negative balance). If the Service is deactivated, you must again satisfy each of the steps described in this paragraph in order to reactivate the Service.

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

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

You agree that within thirty (30) days of any Overdraft occurrence on your Account you will add sufficient funds to bring your Account back to a zero or positive Available Balance, or that you will otherwise immediately pay such amount(s) to us in full upon demand. You acknowledge that your participation in the Service and the settlement by us of any transactions exceeding your Available Balance does not constitute a contractual or non-contractual open-end line of credit. Our authorization or settlement of any transaction on one or more occasions does not obligate us to authorize or settle future transactions. We may refuse the authorization or settlement of any transaction for you at any time. We have no obligation to notify you before we approve or decline a transaction that would result in an Overdraft in your Account.

iv) **Fees:** Your participation in the Service is subject to the terms of this Agreement and, by using the Service, you may incur fees. The fees for the Service are described here and in the Fee Schedule above. The Overdraft Fee is applied to certain transactions described below that result in a negative Available Balance at the time of the transaction, and is in addition to any other fees ordinarily applicable to a transaction on your Account as disclosed in your Agreement.

Fee associated with the Service		
Overdraft Fee	Fee is applied for each transaction that overdraws your Account by more than \$10.00, up to a maximum of five (5) Overdraft Fees per calendar month.	\$20.00
Multiple Overdraft Fees may be charged if multiple Overdraft transactions are approved on the same day. Transactions are not always processed in the order in which you make them. The order in which the transactions are received and processed can affect the balance of funds available in your Account and the total amount of Overdraft Fees assessed to your Account. Transactions are processed in the order we receive them for settlement, except that multiple ACH debit transactions received on the same day are processed in order from smallest to largest (see the "Funds Availability Policy" and "Transaction Processing Order" sections above for more information).		

Once your Account has been overdrawn creating a negative balance greater than \$10.00, you will have twenty-four (24) hours to add sufficient funds to your Account to bring your Account back to a zero or positive balance to avoid incurring any Overdraft Fee(s) ("Grace Period"). If you fail to do so, you will incur an Overdraft Fee for each transaction approved after your Account balance was greater than \$10.00 overdrawn, subject to the limitations set forth herein.

We will send an email notification to your email address as reflected in our records when an Overdraft occurs. We will tell you where and when the transaction occurred and its amount as well as how to contact Customer Service. If the Overdraft was the first transaction to cause your Account balance to be overdrawn by more than \$10.00, we will also tell you when the Grace Period ends for purposes of avoiding payment of the Overdraft Fee(s).

- v) **Exclusions:** ACH Debit transactions, including bill pay transactions initiated through any bill pay service, are not eligible for Overdraft Service coverage.
- vi) **Notifications:** Notices are sent when (1) you opt in or opt out of the Service; (2) a transaction results in a negative balance in your Account; (3) an Overdraft Fee is assessed (if applicable); and (4) the Service is activated or deactivated on your Account. We may also send other notifications about the Service from time to time. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current address or email address (see the "Change of Address" section for more information).

The Service is offered in our sole and absolute discretion, and as such, we may elect to deactivate the Service at any time, refuse to authorize any transaction that exceeds your Account balance, modify eligibility or activation requirements, and/or modify or change the Overdraft Fee, limits, or any other aspect of the Service. We will send you a notice of changes to this Service as required by law or regulation.

- vii) **Opt Out:** Once you have opted in to the Service, you may opt out at any time through the Mobile App or by calling Customer Service during normal Customer Service hours. Should you choose to opt out of the Service, you remain responsible for any negative balance(s) on your Account and agree that any deposits made to your Account will be used to offset the value of the negative balance(s), if any.
- viii) **Overdraft Choice**
Once you are eligible and have opted in to the Service, you may have the option, through the Mobile App, to temporarily suspend your Service (the "**Overdraft Choice**" feature). By using Overdraft Choice to turn the Service "off," you are requesting us to deny any transaction that may cause an Overdraft to your Account. Note, however, that we may still pay a transaction presented against your Account and you will still be responsible for any negative balance regardless of whether you toggled the Overdraft Service "off." You may toggle the overdraft feature back "on" through the Mobile App to continue the Service as described in this section. The Overdraft Choice feature is subject to availability and may not be available to all Accountholders. Using Overdraft Choice to toggle the Service "off" does not terminate or otherwise opt you out of the Service. To terminate your enrollment in the Service, you must opt out as described in paragraph (vii) above.

c. Purchase Cushion

The Purchase Cushion is a special feature available exclusively to Accountholders who have received qualifying Direct Deposits of paychecks and/or government benefits payments totaling at least \$500.00 within one (1) calendar month. **IMPORTANT: The Purchase Cushion and the Overdraft Service are SEPARATE features. You may NOT receive the benefits of the Purchase Cushion and the Overdraft Service at the same time.**

i) WHAT YOU NEED TO KNOW ABOUT PURCHASE CUSHION

You generally do not have the right to make transactions or incur fees in amounts exceeding the Available Balance of your Account. We reserve the right to deny any transaction if available funds in your Account are insufficient to cover any transaction, fees, or other charges. However, as a courtesy, and in our sole discretion, upon qualifying for the Purchase Cushion, we may from time to time approve Card purchase transactions that you request that create up to a \$10.00 negative balance in your Account. We refer to this feature as the "Purchase Cushion."

- ii) **Fees:** You will not be assessed any fees for Purchase Cushion coverage. If you meet our eligibility requirements, we may authorize negative balances resulting from PIN-based and signature-based transactions initiated using your Card. No other Account transactions are eligible for Purchase Cushion coverage. You may receive only one (1)

\$10.00 negative balance allowance at a time. Negative balances are approved at our discretion on a per transaction basis.

- iii) **Terms of Use:** It is important to keep track of the Available Balance in your Account because it will be your responsibility to determine if you have incurred a negative balance. If you conduct a transaction that creates a negative balance in your Account, you agree that as soon as possible or within thirty (30) days of its creation you will deposit sufficient funds to your Account to cover the negative balance so that your Account has at least a zero or positive balance, or that you will otherwise immediately pay such an amount to us in full upon demand. If after thirty (30) days you have not added sufficient funds to cover your negative balance, your Account will remain open to receive credits and deposits, which will automatically be applied to your negative balance before they are available to you; however, you will not be able to conduct any transactions using your Account, including any Card transactions, until your Account has a positive balance (i.e., sufficient funds to cover the negative balance).

Furthermore, we have the right to pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Account(s) you may have with us. In all instances described above, deposits to your Account may be made via Direct Deposit or any of the other deposit methods described in this Agreement.

In the event your Account is closed or you voluntarily discontinue use of your Account, you will remain responsible for the negative balance in your Account and agree that any credits or deposits to your Account will be applied to offset any negative balance.

You acknowledge that a negative balance in your Account does not constitute a contractual or non-contractual open-end line of credit. If we permit a negative balance on one or more occasions, we do not thereby obligate ourselves to permit a negative balance on any future occasion, and we may refuse to permit a negative balance for you at any time, even though we may have previously permitted negative balances up to the \$10.00 limit for you. We have no obligation to notify you before we approve or decline a transaction that would result in a negative balance in your Account. Items will generally be processed in the manner described in the section above labeled "Transaction Processing Order."

d. **The Mobile App**

Your use of and access to the Mobile App is governed by this Agreement and any terms and conditions applicable to the Mobile App. You may use the Mobile App to obtain Financial Services through your mobile device (e.g., tablet or smartphone) linked to your Account. You must have a mobile device capable of downloading the Mobile App and making data connections to the Internet. You must be authorized to use and incur charges on your mobile device cellular account in relation to obtain Financial Services through the Mobile App.

- i) **Description of Services:** You may use the Mobile App to obtain Financial Services and access information on your Account, including, but not necessarily limited to:

- 1) View current balance information for your Account and any linked Savings Account;
- 2) Review available transactions on your Account; and
- 3) Perform self-service Account maintenance such as downloading monthly statements, changing address and phone, and changing your Password.

We may offer additional mobile services and features in the future. Any such added mobile services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new mobile service or feature is added and/or at the time of enrollment for the feature or service, if applicable. If at any time your Account access is limited, blocked, or inactive, you may lose access to certain services, features, and functionality accessible through the Mobile App.

We do not charge a fee for your access to, or use of, the Mobile App. However, please see the Fee Schedule for any fees that may apply to your Account for transactions that you conduct, or services that you request or use, through the Mobile App. You are responsible for web access and/or data or text message charges that may be billed by your mobile carrier. Check with your mobile carrier for details on specific fees and charges that may be applicable.

- ii) **Other Terms and Conditions:**

Internet Access. You certify that you have access to the Internet and have a current email address. You have sole responsibility for providing us with a correct and operational email address. We will not be liable for any undelivered email communications or any costs you incur for maintaining Internet access and an email account. You must promptly notify us of any change in your email address.

Login and Device Protection. You will not disclose your login credentials (user name or Password) to any person. You understand and agree that we may rely on the use of your login credentials to access your Account through the Mobile App and are therefore authorized to act upon instructions and information received from any person that enters your login credentials.

If you forget your login credentials (user name or Password), become locked out, and we reset your Password, or your Password expires, you will be required to re-establish your login credentials to regain access to the Mobile App.

You agree to take precautions to ensure the safety, security, and integrity of your Account and transactions when using the Mobile App. You agree not to leave your mobile device unattended while logged in. Log off immediately at the completion

of each access by you, and secure access to your mobile device, lock your mobile device, and take other steps necessary to prevent unauthorized use of your Account and Mobile App.

Although considerable effort is expended to make the Mobile App 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, changes to, or failure of the Mobile App or other communications channel. We may terminate your participation in the Mobile App for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

11. 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 Account by contacting Customer Service. Your request for Account closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Account be closed, we will issue you a credit for any remaining balance on your Account, subject to any fees (see your Fee Schedule for applicable fees, if any). We reserve the right to close your Account should you complete or attempt to complete any of the prohibited actions in this Agreement.

We may close your Account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obligated to do so unless required by law. If we close your Account, we will, unless otherwise required by law, send you a check for your final balance, if any, minus any applicable Account fees and charges. If your Account balance is insufficient to pay applicable Account fees and charges owed to us, you will continue to be liable to us for the unpaid amount until it is paid in full. Your obligations for transactions conducted prior to Account closure will survive the closure of the Account.

c. **Disclaimer of Warranties**

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OUR SERVICES OR ANY FINANCIAL SERVICE OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

d. **Assignability**

You may not assign or transfer your Account 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.

e. **Amendment and Cancellation**

We may change this Agreement at any time. We may add new terms or delete or amend existing terms, add new services and discontinue existing services, or convert existing services into new services. We will give you reasonable notice in writing or by any method permitted by law of an adverse change to this Agreement. However, if the change is made for security purposes, we can implement such change without prior notice unless otherwise required by law. We may, but are not required to, notify you of changes that we make for security reasons or that we believe beneficial or otherwise not adverse to you. When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your Account. If you continue to use your Account or keep it open, you are deemed to have accepted and agreed to any changes, as of the effective date of any such change.

f. **Legal Process**

Regardless of where or how we are served, we may 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 relating to you or your Account which we believe to be valid. You agree that we may 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 Account or 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 also have and may enforce a right of set-off and security interest against any of your 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. Upon receipt of any legal process, you will be liable to us for our processing fee and reimbursement for our record research, reproduction, and handling costs. We may deduct such fee, as well as any expenses, including, without limitation, attorneys'

fees in connection with any such document or legal process, from your 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 we believe to be valid. When we receive an order instructing us to restrict access to funds in an Account, we may remove the funds from the Account and maintain them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine Account fees and rates.

g. **Other Terms**

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 shall not be affected. This Agreement is governed by the law of the state of South Dakota except to the extent governed by federal law. Should your Account have a remaining balance after a certain period of time, we may be required to remit the remaining funds to the appropriate state agency. This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter addressed herein, and supersedes any prior contemporaneous understandings or agreements with respect to such subject matter.

h. **Non-Visa Debit Transactions**

If you were issued a Card bearing the Visa acceptance mark, procedures are in effect that will result in transactions being processed as either a Visa debit transaction or a PULSE transaction if you do not enter a PIN. Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that, should you choose to use the PULSE network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable ONLY to Visa debit transactions as described in this Agreement will NOT apply to transactions processed on the PULSE network. Please refer to the section above labeled "Lost or Stolen Cards; Unauthorized Transactions" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions. To initiate a Visa debit transaction at the POS, use your Card through a POS terminal, sign the receipt, or provide your Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

i. **Limitation on Payments**

We may terminate access to the Account at any time for any reason, including, without limitation, (i) with respect to any recipient of transfers, if we believe in our sole discretion that there are an excessive number of disputes involving customer use, or (ii) with respect to any third party, if we believe in our sole discretion that the third party has initiated disputes without reasonable cause or in bad faith. We also may reject a transaction or restrict your access to the Mobile App to make further transactions at any time if we believe the security of your Account or Mobile App is at risk or any fraudulent or illegal activity may be occurring, including evidence of unusual activity in your Account.

12. DELIVERY OF ELECTRONIC COMMUNICATIONS

As a condition of the Account, you are required to consent to receiving electronic Communications from us. If you withdraw your consent, we will close your Account and send you a check for the remaining balance, if any, to the address on file. To request a paper copy of any Communication, please contact Customer Service. Fees for paper copies may apply; please see the Fee Schedule for details on specific fees.

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 SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE DISPUTE CLAUSE SET FORTH IN THE FOLLOWING SECTION, IF APPLICABLE, WHICH CONTAINS ITS OWN SEPARATE 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: MetaBank, N.A. Attn: Customer Service, 5501 S. Broadband Lane, 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 opening an Account. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address, and Card or Account 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 Account or this Agreement. It includes claims related to the validity in general of this Agreement. 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.
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"> • The American Arbitration Association ("AAA"), 1633 120 Broadway, Floor 21, New York, NY 10271, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com. • Any other company picked by agreement of the parties. 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: 1) Have juries decide Disputes. 2) Have courts, other than small-claims courts, decide Disputes. 3) Serve as a private attorney general or in a representative capacity. 4) Join a Dispute you have with a dispute by other consumers. 5) Bring or be a class member in a class action or class arbitration. 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	The Arbitrator is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Arbitration Clause must be decided in an individual arbitration or an individual 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 Account 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.
Process.		
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 contact information 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.
Arbitration Fees and Awards.		
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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