

## Welcome to the Money Network® Service Agreement

### Important notices – you should read these notices carefully:

- (1) This Agreement contains an Arbitration Clause that requires resolution of all claims by binding arbitration; a waiver of right to trial by jury; and a limitation of liability provision.
- (2) The Fee Schedule identifies the fees associated with your Account and is part of this Agreement.
- (3) If you have questions or need help, you may call Customer Service at the toll-free Customer Service Number at the end of this Agreement or printed on the back of your Card. Fees may apply to certain inquiries.
- (4) By enrolling in the Money Network Service, or accepting, activating, or using your Checks, Card, or Account, you agree to be bound by this Agreement's terms and conditions. ***You should read this Agreement carefully and keep it for reference.***

### Terms and Conditions

#### 1. Definitions.

The definitions in this Section 1 (or elsewhere in this Agreement) apply to the corresponding capitalized words and phrases when used in this Agreement.

**Account** or **MyMoneyNetwork Account** means the account associated with the Money Network Service upon your enrollment in the Money Network Service into which you will receive loads from Payer.

**Account Dashboard** means the information available when you log-in to your Account on the Website.

**ACH** means Automated Clearing House.

**Agreement** has the meaning given in Section 2.

**Balance** means the funds actually in your Account, and does not include any pending transactions or funds you have asked us to segregate.

**Balance and Transaction Limits Schedule** is described in Section 5.

**Card** means the prepaid card issued by Pathward, National Association and included in your Welcome Packet, and any replacement prepaid card or personalized prepaid card that we send to you that is associated with your Account.

**Card Association** means Visa or Mastercard.

**Check** means a Money Network® branded check, issued and signed by Pathward, National Association and used by you to draw funds from your Account, as further described in Section 6.

**Customer Service** means the Money Network® support team who can be reached at the Mailing Address, Website, or toll-free Customer Service Number at the end of this agreement or on the back of your Card, as applicable. Customer Service inquiries or services may be subject to a fee; see your Fee Schedule for applicable fees.

**FDIC** means Federal Deposit Insurance Corporation.

**Fee Schedule** means the fee schedule described in Section 4.

**IVRU** means the Interactive Voice Response Unit (an automated phone system) available at the toll-free Customer Service Number at the end of this agreement or on the back of your Card.

**Mastercard** means Mastercard International Incorporated.

**Mobile App** means the Money Network® Mobile Application available at the App Store or on Google Play. Additional terms and conditions will apply to your use of the Mobile App. Your wireless carrier's standard messaging and data rates may apply to your use of the Mobile App.

**Money Network Service** includes the MyMoneyNetwork Account, Checks, and Card (which you may use to access funds in your Account if you choose).

**Monthly Statement Cycle** is a period of approximately 28 to 31 days that begins on the first day of each statement cycle for your Account. The Monthly Statement Cycle may not align with a calendar month period.

**Payer** means the person or company that makes payments into your Account through the Money Network Service.

**PIN** means the Personal Identification Number you establish for your Account.

**POS** means point-of-sale.

**Program Manager** means Money Network Financial, LLC, which manages the Money Network Service operations.

**U.S.** means the 50 United States of America and the District of Columbia.

**Visa** means Visa U.S.A. Inc.

**We, us, and our** means collectively, Pathward, National Association, a federally-chartered savings bank, Member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our service providers, including Program Manager.

**Website** means moneynetwork.com, which is the website identified on the back of your Card.

**Welcome Packet** means the envelope provided to you containing these terms and conditions, Fee Schedule, Balance and Transaction Limits Schedule, the Pathward Privacy Notice, Checks, and Card.

**You and your** means the person who has received the Account and is authorized to use the Money Network Service as provided for in this Agreement.

## **2. Agreement Terms and Conditions; Acceptance**

These Money Network Service account holder agreement terms and conditions, the Balance and Transaction Limits Schedule, the Pathward Privacy Notice, and the Fee Schedule constitute and are referred to as this **Agreement**. This Agreement is a services agreement between you and Pathward, N.A. that covers the terms and conditions under which you may use the Money Network Service. By enrolling in the Money Network Service or accepting, activating, or using your Checks, Card, or Account, you accept and agree to be bound by this Agreement. You are responsible for using the Money Network Service in compliance with this Agreement and applicable law and regulations. ***You should read this Agreement carefully and keep it for reference.***

Certain features and functionality associated with the Money Network Service are subject to separate terms and conditions including any related fees of the applicable provider; these terms and conditions will be provided to you by the applicable provider if you elect to use the features or functionality.

## **3. Getting Started - Important Information about Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

**What this means for you:** When you open an Account, we will ask for your name, physical address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We may limit your ability to use your Account or certain Account features until we have been able to successfully verify your identity.

**Eligibility:** To be eligible to use and activate this Account, you represent and warrant to us that: (1) you are at least 14 years of age; (2) the personal information and documentation that you have provided to us or a third party to use to open your Account is true, correct, and complete; (3) you authorize us, directly or through third parties, to make inquiries we believe necessary to verify your personal information; and (4) you have read this Agreement and agree to be bound by and comply with its terms and conditions.

**Activation:** Follow the instructions included with your Card to activate your Card, and to set your PIN. You must do this even if you don't want to use the Card to access funds in your Account. See Section 8.d. for more details regarding your PIN.

We have the right to conduct verification of your identity at any time, directly or through third parties. Typically, we can verify identification information very quickly. If you fail to satisfy our identify verification requirements, we may request additional documentation from you. Until we successfully verify your identity, you may not use your Card or Checks, and may only have limited access to your MyMoneyNetwork Account. If we cannot successfully verify your identity, we will terminate your Account and mail a check to you at the most recent physical address you have provided to us for your remaining Balance (less any applicable fees). If we are not able to verify your identification information quickly or at all, you will need to contact your funding sources to arrange an alternative method to receive payments.

#### **4. Account Transactions; Fee Schedule**

The Fee Schedule in your Welcome Packet identifies Money Network Service transaction types available to you and the fees that apply to these transactions (in the column with the heading "MyMoneyNetwork Program"). The Fee Schedule is also available on your Account Dashboard on the Website.

We may change the Fee Schedule from time to time, and will notify you of changes according to the terms of Section 19 of this Agreement. Your continued use of the Money Network Service after the effective date of a change will be your agreement to the change. The Fee Schedule on the Website will always show the current fees that apply to the MyMoneyNetwork Account. You authorize us to deduct the fees identified in the current Fee Schedule that apply to your MyMoneyNetwork Account directly from your Balance when the fees are incurred. The Fee Schedule may not include fees (1) for certain features and functionality associated with the Money Network Service that are subject to separate terms and conditions of the applicable provider, or (2) that may be charged by third parties (such as a bank, ATM operator, check cashing location, reload provider, or bill payment provider) that you may choose to use in connection with the Money Network Service. To find in-network ATMs, check cashing locations, or reload locations, use the Website or Mobile App, or call Customer Service.

#### **5. Balance and Transaction Limits.**

The Balance and Transaction Limits Schedule in your Welcome Packet identifies the dollar limitations that apply to your Balance and the transactions you may complete using your MyMoneyNetwork Account. The Balance and Transaction Limits Schedule is also available via the Fee Schedule link on your Account Dashboard on the Website. For security or regulatory reasons, we may further limit the number, type, or dollar amount of transactions you may make using your MyMoneyNetwork Account, or suspend your use of your Account or Card. In addition, third parties, such as a bank, ATM operator, check cashing location, reload provider, or other service providers, may impose minimums or limits that are different from those identified in the Balance and Transaction Limits Schedule.

#### **6. About Money Network Checks; Using Money Network Checks.**

Checks are paper checks that you can complete to access funds in your Account. An initial stock of Money Network Checks is provided in your Welcome Packet. You may call Customer Service to order more Checks, or ask any questions about Checks. See your Fee Schedule for any related fees. To find in-network Check cashing locations, use the Website or Mobile App, or call Customer Service. Follow the steps provided with the Checks each time you want to complete a Check to access funds in your Account for any amount up to the Balance. These steps involve calling the Customer Service number and using the IVRU to: access your account (you will need to follow the prompts to verify your identity); select Money Network Check Options; and, enter the number of the Check you will use and the exact amount of the Check you want to write. If there are no issues, the IVRU will provide a transaction number and issuer number to you. You must write these numbers in the designated boxes on the Check that you selected to use. You also must write the following information on the Check: (1) the current date where it says *Date*; (2) the recipient's name where it says *Pay To The Order Of* (To pay bills or make other payments, write the name of the company or person you want to pay. Write your own name to cash the Check yourself); and, (3) the exact amount you entered into the IVRU in dollars and cents, in both numbers (in the box with \$) and words (after *The Sum Of*). When we provide the transaction number and issuer number for a Check, we immediately deduct the applicable Check amount from your Account, and these funds are no longer available

to you. You should treat a completed Check with the same care you treat cash. You may only cancel a completed Check before it has been cashed or deposited. Call Customer Service immediately when you want to request cancellation of a completed Check. If you cancel a completed Check that has not been cashed or deposited, we will credit your Account for the applicable Check amount within three to five business days after the cancellation and receipt of required information from you. If the Check you wish to cancel has been lost or stolen, the credit may be delayed beyond three to five business days. If a completed Check has not been cashed or deposited within 180 days after the date we provided the transaction number and issuer number, we will cancel the Check and add the Check amount to your Account.

## **7. About Your Account and Card**

The funds in your Account are your property held on your behalf by us in a pooled custodial account established for the benefit of you and other Money Network Service participants. Your Account is not a checking or savings account and is separate from any other account you may have with us. You will not receive any interest on the funds in your Account. You may not assign your Account, Card, or obligations under this Agreement.

Pathward, N.A. will act as custodian of your funds upon its receipt of your funds. Once your Card is activated, you will be able to provide Pathward, as custodian, with instructions about the funds accessible through the Card. Activation of the Card authorizes us to hold your funds at Pathward or as custodian to place your funds at one or more participating FDIC-insured banks (each a "Program Bank"). Visit [www.pathward.com/program-banks](http://www.pathward.com/program-banks) to find the most up-to-date list of Program Banks. If you do not agree to your funds being held by us at Pathward or placed by Pathward as custodian at other Program Banks, please immediately transfer or spend all the funds on your Card. For more information on FDIC deposit insurance limits and related conditions, please refer to the Fee Schedule.

We may refuse to process any transaction at any time. The Money Network Service is intended for personal, family, or household use, and not intended for business purposes. You may not use the Money Network Service for illegal transactions, at casinos, or for gambling. Display of a Card Association, network, or other logo by a merchant does not mean a transaction is legal where you conduct it. We may decline transactions we believe may be illegal or in violation of the applicable network rules. If we do not decline a transaction, we may charge it to your Account and will not be liable to you if the transaction is illegal. Your Card and Checks are our property and must be returned to us upon demand. Your Card is a prepaid card and you may choose to use it to access your Balance as described in this Agreement. You should treat your Card with the same care as you would treat cash. The Card is not a credit card, gift card, intended to be given as a gift to another person, or sold by you. In addition to this Agreement's terms and conditions, use of your Card is subject to applicable rules of any clearing house, or card or payment network or association involved in transactions. We may close your Account, cancel your Card, or refuse to process a transaction if we believe a transaction may violate this Agreement's terms or involve fraudulent activity.

Write the Customer Service Number on a separate piece of paper and keep it in a safe place you will remember in case you lose your Card.

## **8. Using Your Account and Card**

### **a. Loading Your Account**

Your Fee Schedule identifies the ways you can add money to your Account (referred to as a **load** or **deposit**) and the related fees, if any. Each load is subject to the limits identified in the Balance and Transaction Limits Schedule. We will reject any loads in excess of these limits, or that cause your Balance to exceed the maximum balance allowed for your Account. There are also maximum load restrictions we may place on your Account when aggregated with any other accounts you have with us. You must provide the bank routing number and Account number that we provide to you to any third party with whom you arrange a transfer of funds directly into your Account through an ACH load. You agree to present your Card and meet identification requirements as may be required from time to time to complete load transactions.

**Federal Payments: The only federal payments that may be loaded to your Account via an ACH credit are federal payments for the benefit of the primary Account holder (you). If you have questions about this requirement, you may call Customer Service.**

If you can make loads to your Account and want more information regarding reload locations and money transmission, you may sign into your Account on the Website or Mobile App and click on Cash Loads.

**b. Accessing Funds and Limitations**

As long as you do not exceed your Balance, or Balance and transaction limits, you may use your Card and Account to:

- (1) load funds or receive third party loads of funds into your Account,
- (2) withdraw cash from your Account,
- (3) initiate withdrawals from your Account via ACH to make payments or to transfer funds to an account at another financial institution, or
- (4) purchase or lease goods or services wherever your Card is accepted.

These services may not be available at all terminals. Each time you use your Account or Card to access your Balance, you authorize us to reduce your Balance by the transaction amount and applicable fees.

Your Card cannot be redeemed for cash. You are not authorized to use the bank routing number and Account number to make a debit transaction with a paper check you create, check-by-phone, or other item processed as a check. These transactions will be declined, and your payments will not be processed.

**c. International Transactions**

Your Card can be used to initiate transactions with a merchant or ATM operator with a non-U.S. country code, or in a currency that is not U.S. dollars (**International Transactions**). See the Fee Schedule for related fees. If an International Transaction results in a credit to your Account due to a return, refund, or exchange or for any other reason, we will not refund any International Transaction fees that we charged on your original purchase.

If your Card is branded Visa, we will charge: (1) an International Service Assessment on any transaction that is initiated in a currency other than U.S. Dollars to which a currency conversion rate applies; or, (2) a Visa Cross Border Assessment if the transaction is initiated by a merchant with a non-U.S. country code and in U.S. Dollars. For a single International Transaction, we will assess either of these fees, but not both.

If your Card is branded Mastercard, we will charge: (1) a Currency Conversion Assessment Fee for any transaction that is initiated in a currency other than U.S. Dollars to which a currency conversion rate applies, and/or (2) a Mastercard Cross-Border Assessment Fee if the transaction is initiated by a merchant with a non-U.S. country code. For a single International Transaction, we may charge either or both of these fees based on the country code of the merchant initiating the transaction and the currency used to initiate the transaction.

Currency Conversion Rates apply to any transaction where the transaction is not initiated in U.S. dollars. The transaction amount will be converted by the Card Association into a U.S. dollar amount before it is posted to your Account. The Card Associations use a conversion rate that is either: (1) selected from the range of conversion rates available in wholesale currency markets (which may vary from the rate the Card Association itself receives), or (2) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by a Card Association is independent of the International Transaction fees that we charge, which are disclosed on the Fee Schedule.

Cross Border Fees apply if you use your Card to make a purchase at a merchant with a non-U.S. country code. A Card Association may consider transactions initiated in U.S. territories (for example, Puerto Rico) to be International Transactions subject to the Cross Border Fee.

**d. Personal Identification Number (PIN); PIN POS or ATM Transactions**

Follow the instructions included with your Card to activate your Card, and to set your PIN. You must do this even if you don't want to use the Card to access funds in your Account. You may use your PIN with your Card: (1) to make a purchase (with cash back if permitted by the merchant) at POS device that requires entry of a PIN and displays the Card Association logo shown on your Card, or (2) to initiate transactions at an ATM (fees may apply, see Fee Schedule for applicable fees). You should not 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 or where others can see the PIN you enter. If you believe anyone has obtained access to your PIN without your permission, you should notify Customer Service immediately, following the procedures in Section 10 (Lost, Stolen, or Compromised Cards or PINs; Unauthorized Transactions). If you forget or want to change your PIN, you may reset your PIN by calling Customer Service and speaking to a Customer Service representative (have your Card number available when you call).

**e. Obtaining Balance Information and Account History**

You may access your Balance via the IVRU; or your Balance and a 3-month electronic history of Account transactions (**Electronic History**) via the Mobile App; or access your Balance and a 12-month Electronic History via the Website, and we will not charge you a fee. You have the right to obtain a 24-month written history of Account transactions by calling or writing Customer Service, and you will not be charged a fee for this information. However, if you elect to receive a recurring monthly statement we may charge a fee (see Fee Schedule for applicable fees). You may also obtain your Balance by speaking with Customer Service, or using an ATM. See your Fee Schedule for applicable fees.

**f. Additional Users**

If you allow another person to have access to your Account, Card, Card number, PIN, password, or personal or Account identifying information, you are responsible for all information that person provides to us, any resulting transactions they initiate, and any related fees. You are responsible for each use of your Account, Card, Card number, PIN, password, and personal or Account identifying information according to this Agreement's terms and conditions, subject to Section 10 (Lost, Stolen, or Compromised Cards or PINs; Unauthorized Transactions), and applicable law. You may request that another person receive a Secondary Card as described in Section 22.

**g. Authorization Holds**

You do not have the right to stop payment on any purchase transaction originated by use of your Card, unless otherwise stated in this Agreement. When you use your Card for certain types of purchases, such as those made at restaurants, hotels, gas station pumps, or similar purchases, your purchase may be "preauthorized" for an amount greater than the transaction amount to cover gratuities or incidental expenses. A "hold" will be placed on the funds equal to the preauthorization amount until the merchant sends us the final payment amount of your purchase. During the hold period, you will not have access to preauthorized amounts. Once the final payment amount is received, we will remove the hold on the preauthorization amount. 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.

**h. Recurring Payments or Memberships.**

If you have arranged to make recurring payments to a merchant using your Card or Account, you must contact the applicable merchant to cancel an authorization you have given to the merchant to use your Card or Account information for recurring payments. If the merchant refuses, and you have complied with the merchant's recurring payment and cancellation policy, you may contact Customer Service.

**i. Preauthorized Transactions**

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

**Right to stop payment of preauthorized transaction and procedure for doing so:** If we have agreed to make recurring payments out of your Account, you can stop any of these payments if Customer Service receives your stop payment order at least three business days before the scheduled payment. If you call, we may also require you to

put your request in writing and get it to us within 14 days after you call. Notifications to stop preauthorized payments should be made by calling Customer Service at the number on the back of your Card, or writing to Customer Service at Money Network Financial, LLC, 2900 Westside Parkway, Alpharetta, GA 30004

**Notice of varying amounts:** If these recurring payments vary in amount, the person you are going to pay will tell you, at least 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.

**Liability for failure to stop payment of preauthorized transaction:** If we receive your order to stop recurring payments we have agreed to make out of your Account at least three business days before the payment is scheduled, and we do not do stop the payment, we will be liable for your resulting losses or damages.

**j. ATM Fees**

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

**k. Returns and Refunds**

Returns and refunds for goods or services purchased with your Card are handled between you and the merchant. If you are entitled to a refund for any reason for goods or services purchased with your Card, the merchant will handle the return or refund according to the terms of their return or refund policy. If the merchant credits your Card, the credit may not be immediately available in your Account. While we post merchant refunds when they are received, we have no control over when a merchant sends a credit transaction to us. If a refund does not post to your Account within the timeframe stated in the merchant's return or refund policy, contact Customer Service.

**l. Receipts**

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

**m. Split Transactions; Card Not Present Transactions**

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

If you use your Card number to initiate a transaction without presenting your Card (for example, for internet, mail order, or telephone purchases), the legal effect will be the same as if you used the Card itself. These transactions are called **card not present transactions**.

**n. Available Balance**

**Always know the exact dollar amount of your Balance. You are not allowed to exceed the Balance through an individual transaction or a series of transactions.** But, if for some reason, a transaction or any fees that are payable exceed your Balance, you will be fully liable to us for the entire transaction and fee amount and agree to pay us promptly for the negative balance. We may offset the amount of any negative Balance against any subsequent loads, deposits, or other credits to your Account or any other account you have with us. We also reserve the right to cancel your Card and close your Account should you create one or more negative balances with your Card. You may check your Balance as described under the subsection above labeled "Obtaining Balance Information and Account History".

**o. Errors, Overpayments, and Adjustments**

We may deduct funds from your Balance to correct an error or overpayment to you, and you authorize us to: (1) share information with your Payer or other funding source as necessary to resolve any errors or overpayments

related to any loads, and (2) accept instructions from your Payer or other funding source to add or deduct funds from your Balance and, in the case of deductions, to return those funds to the Payer or other funding source. Additionally, we have the right to debit any provisional credits that we may have provided during an investigation in accordance with applicable law.

**p. Our Right to Contact You**

We may contact you to obtain information about your Account activity, including loads and transactions we deem suspicious.

**9. Card Replacement and Expiration**

If you need to replace your Card for any reason, you may contact Customer Service (fees may apply). The front of your Card has a **Valid Thru** date. Your Card expires on the Valid Thru date, and you may not use it after the Valid Thru date has passed. However, the available funds in your Account do not expire. You will not be charged a fee for replacement cards that we send because your Card is expiring.

**10. Lost, Stolen, or Compromised Cards or PINs; Unauthorized Transactions.**

**a. Contact Customer Service Immediately**

If you believe your Card or PIN has been lost, stolen, or compromised, call or write to Customer Service. You should also call or write to Customer Service if you believe a transfer has been made using your Card information or PIN without your permission.

**b. Your Liability for Unauthorized Transfers**

Tell us **at once** if you believe your Card or PIN has been lost, stolen, or compromised, or if you believe that an electronic fund transfer has been made without your permission. Calling Customer Service is the best way of keeping your possible losses down. You could lose all the money in your Card Account. If you tell us within 2 business days after you learn of the loss, theft, or compromise of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do **not** tell us within 2 business days after you learn of the loss, theft, or compromise of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your electronic Account history shows transfers that you did not make, including those made by your Card or other means, tell us **at once**. If you do not tell us within 60 days after the earlier of the date you electronically accessed your Account (if the unauthorized transfer could be viewed in your electronic Account history), or the date we sent the **first** written history on which the unauthorized transfer appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods 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 Card Account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your Account, if the error could be viewed in your electronic Account history, or the date we sent the **first** written history on which the error appeared. In any case, we may limit our investigation of any alleged error that you do not report to us within 120 days of the posted transaction. You may request a written history of your transactions at any time by contacting Customer Service. You will need to tell us:

- Your name and Card or Account number.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 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 provide a provisional credit to 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 provide the provisional credit to 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 provide the provisional credit to 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 and can reverse the provisional credit if one was previously issued. You may ask for copies of the documents we used in our investigation. If you have any further questions regarding our error resolution procedures, you may contact Customer Service.

**d. Your Liability for Unauthorized Mastercard, or Visa Prepaid Card Transactions**

Under Mastercard's Zero Liability Policy, your liability for unauthorized transactions on your Mastercard-branded Card is \$0.00 if you notify us promptly upon becoming aware of the loss, theft, or compromise and you exercised reasonable care in safeguarding your Card and PIN from loss, theft, compromise, or unauthorized use. This policy limiting your liability does not apply to debit transactions not processed by Mastercard, certain commercial transactions, or unregistered cards.

Visa's Zero Liability policy does not apply to certain commercial card and anonymous prepaid card transactions or transactions not processed by Visa. Cardholders must use care in protecting their card and notify their issuing financial institution immediately of any unauthorized use. Contact Customer Service for more details.

**11. Confidentiality; Privacy Notice**

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

- (1) Where it is necessary for completing transactions;
- (2) To verify the existence and condition of your Account for a third party, such as merchant;
- (3) 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;
- (6) In connection with potential sales of businesses or assignment of this Agreement; or
- (7) As otherwise necessary to fulfill our obligations under this Agreement to the extent permitted under applicable law.

Your Welcome Packet contains a copy of Pathward's Privacy Notice, which addresses Pathward's policy for handling and disclosing your personal information. The Privacy Notice is also available through a link on the Website. If you have questions regarding Pathward's Privacy Notice, you may contact Customer Service. Program Manager has its own privacy practices and disclosures, which are available through a link on the Website for your review. The Program Manager and third-party service providers you elect to use in connection with the Money Network Service may also have their own privacy and practices and disclosures.

**12. Telephone Monitoring/Recording**

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

**13. 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 this Agreement, we will be liable for your losses and damages proximately caused by us. ***However, there are some exceptions. For instance, we will not be liable:***

- (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;
- (5) If access to your Account or Card has been blocked after you reported your Card or PIN lost, stolen, or compromised, or other suspicious activity;
- (6) If there is a hold on your Account or Card, or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction; or
- (9) For any other exception stated in this Agreement.

#### 14. Limitation of Liability

Further, except as provided in Section 10 (Lost, Stolen, or Compromised Cards or PINs; Unauthorized Transactions) and under applicable law, including any payment that may be required in the event of a security breach: (1) neither we nor any of our respective affiliates or agents will be liable for damages arising from or relating to the Money Network Service or this Agreement that exceed an amount equal to the sum of your Balance plus any fees paid by you to us under this Agreement for the Money Network Services; and (2) under no circumstance will we or any of our respective affiliates or agents be liable under any circumstances or any theory of recovery for exemplary, punitive, special, indirect, incidental, or consequential damages or lost profits, lost revenues, damage to reputation, or loss of market value or capitalization, except as specifically required by law.

#### 15. No Warranty for Goods and Services; Warranty Disclaimer

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase or lease using the Money Network Service. We are not subject to claims or defenses you may have against a merchant in connection with any POS transaction or the underlying merchant transaction

To the extent permitted by law, the Money Network Service is provided "as is" without warranty of any kind, either expressed or implied, including the implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement.

#### 16. Website; Activity; Links

We work to make our websites and services available around the clock, but we do not warrant that our websites or services will be available or error free at all times. We will not be liable or responsible for temporary interruptions in service due to maintenance, website changes, or failures. In addition, we will not be liable or responsible for extended interruptions due to failures beyond our reasonable control, including failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes, acts of terrorism and acts of war. You must act responsibly in using the website and our services. You must not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate any third party's rights, stalk, threaten or harass anyone, gain any unauthorized entry to, or interfere with the integrity of our website, systems or services. We will not be liable to you for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment as the result of your use of our website, systems, or services. Our website may contain links to other websites; these links are provided as a convenience to you and not an endorsement by us. We are not responsible for the content of these websites, which you may choose to enter at your own risk.

#### 17. Change of Address or Name

You are solely responsible for ensuring that the name and physical address associated with your Account are current and accurate. **You must notify Customer Service immediately upon any change to your physical address and name, and, if you have provided it to us, phone number or email address.** You may not use a P.O. Box for your address that is associated with your Account. If your physical address changes to a non-U.S. address, we may cancel your Account and return Account funds to you according to this Agreement. Our communications and notices to you will use the most current physical address that you have provided to us. You agree that any communication or notice sent to you at the last physical address you have provided to us will be deemed to have been received by you and to be effective.

**18. Business Days**

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

**19. Amendment; Termination; Suspension; Unclaimed Property**

We may change this Agreement. A change may result in new or different terms, conditions or fees. Before any change to this Agreement is effective, we will notify you of the change in the manner required by applicable law. However, we can make changes for security purposes without giving you prior notice. This Agreement (which consists of the Money Network Service account holder agreement terms and conditions, Transaction and Balance Limit Schedule, Fee Schedule, and Pathward's Privacy Notice) that is available on your Account Dashboard on the Website will always show the current terms and conditions that apply to your use of the Money Network Service. Your continued use of the Money Network Service after the effective date of a change will be your agreement to the change.

You may terminate this Agreement, close your Account, and request a check for the Balance, at any time by contacting Customer Service (subject to any applicable fees disclosed in the Fee Schedule).

If your Balance is negative or zero for at least 90 consecutive days, we may terminate this Agreement and close your Account.

We also may, at any time, for any or no reason, terminate this Agreement or temporarily or permanently suspend or place a hold on your right to use your Account or Card or otherwise participate in the Money Network Service. If we terminate this Agreement, we will close your Account and issue a refund check to you for any remaining Balance (subject to any applicable fees disclosed in the Fee Schedule). In connection with the foregoing, we will provide to you any notices required under law.

If this Agreement is terminated, or at our direction, you must destroy your Card and any related Checks. This Agreement's termination will not change any of our rights or your obligations arising under this Agreement prior to its termination. Any provisions of this Agreement, which by their express or implicit terms are intended to survive this Agreement's termination (including Section 14 - Limitation of Liability, Section 24 - Waiver of Right to Trial by Jury, and Section 25 - Arbitration Clause) will survive the termination and be enforceable according to their terms.

Should your Account have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency. After we remit the funds to the appropriate state agency, we have no further liability to you and you must apply to the appropriate state agency to reclaim your funds.

**20. Legal Process**

We will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant we believe to be legally valid relating to you or your Card. You agree that we will honor valid legal process that is served personally, by mail, or by facsimile transmission upon us. You agree that we will have no liability to you for honoring any such legal process. You also agree that you will be obligated to assert any claims of exemption you may have under state or federal law and that we will have no obligation to assert the same on your behalf except to the extent required under federal law. We will enforce our right of setoff and security interest against any of your Card accounts in order to reimburse us for any sums owed to us. 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. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds in a Card account, we may remove the funds from the account and maintain them separately.

## 21. Other Terms; Interpretation; Assignment; Governing Law

We are not responsible for reporting any loads or deposits to your Account to any governmental agencies or providing you with any notifications for tax reporting or filings. Matters not specifically addressed in this Agreement will be handled according to applicable laws, regulations, policies and procedures of Pathward, NA or its applicable third-party service providers. We do not waive our rights by delaying or failing to exercise them at any time (for example, if we fail to assess a fee, or assess a fee that is less than the fee disclosed in the Fee Schedule, we do not waive our right to begin charging the fee in the Fee Schedule 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. The following interpretation rules apply to this Agreement: (1) each defined word or phrase can be read as singular or plural, (2) "including" (in any form) means "including but not limited to," (3) a reference to a particular law, regulation, or standard means the law, regulation, or standard as it has been amended or replaced, (4) "day" means a calendar day unless "business day" or something like it is used, and (5) headings are convenient reading aids only and do not have any legal significance.

We may assign this Agreement or transfer our rights under this Agreement. This Agreement will be governed by the law of the state of South Dakota (without regard to the laws regarding conflicts of laws) except to the extent governed by federal law. You acknowledge and agree that we shall have a right of setoff to apply the funds in your Card Account to any debt that you owe to us. You further grant us a security interest in all of your funds in our possession as collateral for any sums that you owe us under this Agreement.

## 22. Secondary Cards

If you have a "Secondary Cards" option on your Account Dashboard, you can request that we issue a reloadable prepaid card (**Secondary Card**) to other individuals, such as a family member or dependents, who are at least 14 years old (**Secondary Cardholder**). This would allow you to transfer funds using the IVRU or Website from your Account to the Secondary Card account (**Secondary Account**) for access by the Secondary Cardholder through ATM, point of sale and other transactions according to the terms, conditions and fee schedule that apply to the Secondary Account. The Balance and Transaction Limits Schedule identifies the maximum amount you can transfer to a Secondary Account and maximum Secondary Account balance. The Fee Schedule identifies any applicable fees under your Account for the Secondary Card. A Secondary Account is not a checking or savings account, and no interest is paid on the Secondary Account balance. A Secondary Account will be FDIC insured subject to applicable limitations and restrictions of such insurance.

To process a Secondary Card request, you or the Secondary Cardholder must provide us with certain identifying information about the Secondary Cardholder so we can validate their identity using third party databases or otherwise. If you provide any identifying information about the Secondary Cardholder to us, you represent and warrant that the Secondary Cardholder has authorized you to do so. If the request is approved, we will issue and mail the Secondary Card to the Secondary Cardholder in his or her name, along with the terms, conditions, and fee schedule that apply to use of the Secondary Card and Secondary Account.

### ***Important information if you decide to request and transfer funds to a Secondary Card account:***

- You will not own or have any interest in the Secondary Account or its balance.
- Once you initiate a funds transfer to a Secondary Account, you may only cancel the funds transfer if it has not already occurred by calling Customer Service.
- Once you transfer funds from your Account to the Secondary Account, you waive all right, title, and interest to the transferred funds.
- The Secondary Cardholder will own funds in the Secondary Account, which is subject to its own terms, conditions, and fee schedule. We will not provide information about the Secondary Account to you.

- The Secondary Cardholder may not transfer funds from the Secondary Account to your Account.
- If the Secondary Cardholder meets the requirements to upgrade and convert their Secondary Account to a MyMoneyNetwork Account, they may choose to do so as described in the Secondary Account terms and conditions.

### 23. 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. To the extent there is a conflict between the translated version and the English version of this Agreement, the English version will control.

### 24. Waiver of Right to Trial by Jury

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 Arbitration Clause in the following section, if applicable, which contains its own separate jury trial waiver.

### 25. Arbitration Clause

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

Background and Scope.		
Question	Short Answer	Further Detail
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator ("Arbitrator") solves Disputes in an informal hearing on an individual basis.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Arbitration Clause?	Yes, within 60 days	If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you receive the Card. You must send notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card number. State that you "opt out" of the Arbitration Clause. Opting out will not affect the other provisions of this Agreement.
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" 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, affiliates, and their successors as permitted assigns; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	This Arbitration Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Card or this Agreement or the relationship between you and us and/or "Related Parties" resulting therefrom including but not limited to, initial claims, counterclaims, cross-claims, third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud or other intentional wrongs) and equity. It includes claims that seek relief of any type, including damages, and/or injunctive, declaratory or other equitable relief. It includes claims related to the validity in general of this Agreement. <b>However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.</b>
Who handles the	Usually AAA or	Arbitrations are conducted under this Arbitration Clause and the rules of

arbitration?	JAMS	<p>arbitration administrator in effect when the arbitration is started. The arbitration administrator will be either:</p> <ul style="list-style-type: none"> <li>• The American Arbitration Association (“AAA”), 120 Broadway, 21<sup>st</sup> Floor, New York, NY 10271, <a href="http://www.adr.org">www.adr.org</a>.</li> <li>• JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, <a href="http://www.jamsadr.com">www.jamsadr.com</a></li> <li>• Any other company picked by agreement of the parties.</li> </ul> <p>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.</p>
Can Disputes be litigated?	Sometimes	<p>Either party may bring a lawsuit if the other party does not demand arbitration. Also, any individual claim(s) by you or us in which the amount in controversy (exclusive of attorneys’ fees and costs if applicable law so provides) is properly within the jurisdiction of a small-claims court may be removed to small-claims court at the election of the opposing party by providing notice within 21 days of receiving the arbitration demand from the other party; however, if that action is transferred, removed or appealed to a different court, a party may elect arbitration.</p> <p>Even if all parties have opted to litigate a Dispute in court, you or we may elect arbitration with respect to any Dispute made by a new party or any Dispute later asserted by a party in that lawsuit or in any related or unrelated lawsuit (including a Dispute initially asserted on an individual basis but modified to be asserted on a class, representative, or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Clause.</p>
Are you and we giving up any rights?	Yes	<p>For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to:</p> <ol style="list-style-type: none"> <li>1. Have juries decide Disputes.</li> <li>2. Have courts, other than small-claims courts, decide Disputes.</li> <li>3. Serve as a private attorney general or in a representative capacity in court or in arbitration.</li> <li>4. Join a Dispute that you, we or Related Parties have with a dispute that others have.</li> <li>5. Bring or be a class member in a class action in court or in a class arbitration.</li> </ol> <p>The Arbitrator shall have no authority to conduct any arbitration inconsistent with this section or to issue any relief that applies to any person or entity except you or us or Related Parties individually.</p>
Can you or another consumer start a class arbitration?	No	<p><b>The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis.</b> All Disputes subject to this Arbitration Clause must be decided in an <b>individual</b> arbitration or an <b>individual</b> small-claims action. You may not pursue any type of collective action or class action against us in arbitration.</p>
What law applies?	The Federal Arbitration Act (“FAA”)	<p>This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. The Arbitrator is authorized to award all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive and other equitable relief, and attorneys’ fees and costs. In the event of any conflict or inconsistency between this Arbitration Clause and the administrator’s rules or the Agreement, this Arbitration Clause will govern.</p>
Will anything I do make this Arbitration Clause ineffective?	No	<p>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; or (3) a party files for bankruptcy (if bankruptcy law permits).</p>
<b>Process.</b>		
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	<p>Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the</p>

		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, such as a motion to compel arbitration. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop unless a court rules otherwise.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in- person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award.
<b>Arbitration Fees and Awards.</b>		
Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay. We will always pay amounts required under applicable law or the administrator's rules.
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. The Arbitrator will determine whether to grant such request.
What happens if a part of this Arbitration Clause cannot be enforced?	It depends	If any portion of this Arbitration Clause cannot be enforced, the rest of the Arbitration Clause will continue to apply, except in two instances. First, if a court rules that the Arbitrator can decide a Dispute on a class basis and that ruling is not reversed on appeal, then this entire Arbitration Clause (except for this sentence) will be void. Second, if a claim is brought seeking public injunctive relief and a court determines that the restrictions in this Arbitration Clause prohibiting the Arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), then the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case, the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

## 26. Customer Service Contact Information

You can reach Customer Service at:

**Mailing Address:** Money Network Financial, LLC

2900 Westside Parkway  
Alpharetta, GA 30004

**Website:** [account.moneynetwork.com](http://account.moneynetwork.com)

**Customer Service Number:** Money Network: 1-866-387-5146

Certain Customer Service inquiries or services may be subject to a fee; see your Fee Schedule for more information. The Customer Service Number and Website are also printed on the back of your Card.

Prepaid card is issued by Pathward, National Association, Member FDIC, pursuant to a license from Visa U.S.A. Inc  
Prepaid card is issued by Pathward, National Association, Member FDIC, pursuant to a license by Mastercard International Incorporated. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.

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Effective Date: