

EXCEED ACCOUNT HOLDER AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY.

THIS AGREEMENT CONTAINS A LIMITATION OF LIABILITY PROVISION AND AN ARBITRATION PROVISION INCLUDING A WAIVER OF TRIAL BY JURY (the “Liability and Dispute Provisions”).

1. **Terms and Conditions for the Money Network® Service (the “Money Network Service”). The Money Network Service includes the Money Network Account, Portable Account, EXCEED Card, and Money Network Checks, which are features of the Services (as those terms are defined below).**

This document, together with the Fee Schedule (the “**Fee Schedule**”) and Transaction Limits schedule (the “**Transaction Limits**”), and all other documents we provide to you in your Welcome Packet envelope (your “**Welcome Packet**”) pertaining to your account associated with the Money Network Service (your “**Money Network Account**”), or your Money Network Portable Account (“**Portable Account**”), outlines the terms and conditions under which the Account and methods of accessing the Account are available to you (collectively, the “**Services**”). This Account Holder Agreement, together with the Fee Schedule, Transaction Limit Schedule, and all other documents provided in your Welcome Packet pertaining to your Account, shall be collectively referred to herein as the “**Agreement**.”

2. **ACCEPTANCE OF AGREEMENT.**

By accepting, retaining, activating or using the Services:

- You agree to be bound by the terms and conditions in this Agreement and all other documents we provide to you, including but not limited to the Fee Schedule and Transaction Limits schedule. **IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE CARD. CANCEL THE CARD BY CALLING CUSTOMER SERVICE AND REQUESTING A REFUND CHECK, IF APPLICABLE.**
- You understand and agree that you do not need to use the Card (defined below) to access the funds in your Money Network Account. If you choose at any time, including upon receipt, not to use the Card, you may still use the Services by using Money Network Checks after Card activation. You will need to keep your Card number, but not necessarily the Card itself, in order to access information about your Money Network Account or your Portable Account to perform transactions (such as using Money Network Checks), as outlined below.
- You affirm that the personal identification information and documentation that you provide to us or your Employer (including information on your Form I-9) which constitute part of this Agreement is true, accurate, and complete, and you authorize your Employer to provide us such information. You also authorize us, directly or through third parties, to make inquiries we consider necessary to validate such information, including checking third party databases.
- You acknowledge and agree that additional fees will apply upon conversion of your Money Network Account to a Portable Account which occurs automatically upon termination of your employment with Employer (as defined below), and as further described in Section 3 of this Agreement.
- You acknowledge that this Agreement contains a provision requiring binding arbitration for the resolution of disputes.
- You acknowledge receipt of our Privacy Policy contained in your Welcome Packet.
- You acknowledge that your Employer has offered you the option of Direct Deposit to an account of your choosing as an alternative to the Services, but that you have declined that option. You may change your election at any time by following procedures established by your Employer.
- You understand that you have, at minimum, the following methods to access 100% of the funds, to the penny, in your Money Network Account without charge: Using Money Network Checks, through an over-the-counter withdrawal at a bank which displays the same card logo shown on your Card (a “Bank Teller Over the Counter Cash Withdrawal”), or by an ACH fund transfer to a personal bank account. If you have a Portable Account, these methods allow the same access; however, the Monthly Account Maintenance Fee (described below) applies.

As used in this Agreement, “**Bank**,” “**we**,” “**our**,” and “**us**” mean Pathward, National Association, a federally insured depository institution located in Sioux Falls, South Dakota, its successors or assigns and service providers (including Money Network Financial, LLC, its program manager) who manage the Services. “**You**” and “**your**” and “**Cardholder**” mean the person or persons who have received the Card and are authorized to use the Card and Services as provided for in this Agreement. “**Card**” means the EXCEED card, issued by Bank, associated with your Money Network Account or your Portable Account. “**Employer**” means the employer or its affiliates through whom you initially enrolled to receive the Money Network Account. “**Account**” means your Money Network Account or Portable Account, as applicable. Your Account balance represents an obligation of Bank to you and may be maintained in an aggregated or pooled account established by Bank or a trustee as custodian or agent exclusively for the benefit of you and other cardholders.

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.

3. **CONVERSION TO A MONEY NETWORK PORTABLE ACCOUNT (Monthly Maintenance Fees apply).**

YOUR ACCOUNT WILL INITIALLY BE A MONEY NETWORK ACCOUNT. YOUR MONEY NETWORK ACCOUNT WILL AUTOMATICALLY BE CONVERTED TO A PORTABLE ACCOUNT UPON TERMINATION OF YOUR EMPLOYMENT WITH YOUR EMPLOYER. YOU MAY AVOID THE MONTHLY MAINTENANCE FEE BY WITHDRAWING OR SPENDING THE FUNDS IN YOUR MONEY NETWORK ACCOUNT DURING THE SIXTY (60) DAYS FOLLOWING TERMINATION OF YOUR EMPLOYMENT.

- (a) **Conversion to a Portable Account:** In the event your employment is terminated, as evidenced by notice from your Employer, we will convert your Money Network Account to a Portable Account which allows continued use of features and functions of your Money Network Account, but **is subject to additional fees** (as described in (b) and (c) below). Your Portable Account will no longer be a payroll account, but will continue to be insured by the FDIC, as permitted by law. You will not receive any interest on your Portable Account balance. If your Employer notifies us in error that your employment is terminated, we will not have liability arising from the conversion from a Money Network Account to a Portable Account.

- (b) **Additional Fees:** Upon conversion to a Portable Account as provided in this Section, the fees set forth in the Fee Schedule under the heading "**Portable Account**" will apply (including a Monthly Maintenance Fee), except that we will waive the Monthly Maintenance Fee for a period of at least 60 days from the date we receive notice from your Employer that you have been terminated. The Fee Schedule for the Portable Account contains additional fees. You further acknowledge that the Monthly Maintenance Fee and any other new or higher fees are in consideration for continued use of the Portable Account after termination of employment with your Employer.
- (c) **Important Disclosures:** In connection with such conversion, you will not receive a new Card. You may continue to use the Card you originally received for your Money Network Account. However, new fees (see paragraph above) and Transaction Limits may apply. (You may also have wages from another employer automatically deposited to your Portable Account, provided your other employer supports such direct deposits. Non-payroll loads are subject to applicable limits, which are provided in the Transaction Limits Schedule). You will also continue to be able to use Money Network Checks to access the full amount of your Portable Account balance. You may obtain information about your Portable Account at any time from our Web Site, or from Customer Service at no charge, as provided in Section 13 below.
- (d) **Suspension or Termination:** If you have no activity on your Portable Account and a balance of zero for a period of 60 days or more, we may suspend or terminate your Portable Account and this Agreement. You may call Customer Service if you wish to reactivate your Portable Account following a suspension.

4. FEES AND LIMITATIONS.

You authorize us to deduct the fees and charges, as set forth in the Fee Schedule, directly from your Money Network Account or Portable Account as transactions set forth on the Fee Schedule occur. We reserve the right to, from time to time, revise, modify or add fees to the Fee Schedule or modify the Transaction Limits, and will notify you in advance of such changes as required by law. You acknowledge that by maintaining, and/or continuing to use, your Money Network Account or Portable Account after you receive notice of such changes, you agree to any such changes to the Fee Schedule.

Unless and until your Money Network Account converts to the Portable Account in accordance with Section 3, the fees listed in the column titled "MN Associate Account" will apply to your use of your Account. Upon conversion to the Portable Account, the fees listed in the column titled "Portable GPR Account" will apply.

ATM Fees: 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 or a balance decline at an ATM even if you do not complete a funds transfer.

Third Party Fees: When you choose to use the services of a third party (such as Bill Payment services) from your Money Network Account or Portable Account, you may be charged a fee by them.

International Transaction Fees. If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued ("**International Transaction**"), the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of your Card. The rate they choose is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of any fee that we charge as compensation for our services. You will be charged a fee for International Transactions in U.S. dollars as disclosed in the Fee Schedule. If the International Transaction results in a credit due to return, we will not refund any fee that may have been charged on your original purchase.

5. ABOUT YOUR CARD.

The Card is a prepaid card. The Card allows you to access funds loaded or deposited into your Money Network Account or your Portable Account. Your Money Network Account or Portable Account is not a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. You will not receive any interest on the funds in your Money Network Account or Portable Account. The Card and Account are intended for personal, family, or household purposes. They are not intended for business use. Your Employer has no right or interest in any of the funds in your Money Network Account or Portable Account. The funds in your Money Network Account or Portable Account constitute your property and will be FDIC insured up to the amount provided by law. In order to use your Card or Money Network Checks, you must activate your Money Network Account or Portable Account by following the instructions shown on the sticker affixed to your Card or by contacting Customer Service as shown on the back of your Card.

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.pathwardprogrambanks.com 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 or contact Customer Service above to cancel the Card and request your funds in the form of a paper check at no charge. For more information on FDIC deposit insurance limits and related conditions, please refer to your Fee Schedule.

Authorization Holds

You do not have the right to stop payment on any purchase transaction originated by use of the Card. With certain types of purchases (such as those made at restaurants), the Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the Participating 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.

Important information for opening a Money Network Account or Portable 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. **What this means for you:** When you open a Money Network Account or Portable Account, we will ask for your name, street address, date of birth, Social Security Number, 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 identifying documents at any time. We may limit your ability to use your Money Network Account or Portable Account or certain features until we have been able to successfully verify your identity.

The Card will remain the property of Pathward and must be surrendered upon demand. The Card is nontransferable, and it may be cancelled, repossessed, or revoked at any time without prior notice subject to applicable law. Please note that your Card has a "Valid Thru" date on the front of the Card. You may not use the Card after the "Valid Thru" date on the front of your Card. However, even if the "Valid Thru" date has passed, the available funds on your Card do not expire. If your Money Network Account or Portable Account is still active (loads, spending or money movement within sixty (60) days of the expiration of your Card), you will automatically receive a replacement Card. If your Money Network Account or Portable Account is not active at the time of expiration, your Money Network Account or Portable Account will remain open and the funds will be accessible by Money Network Check and subject to fees listed on the Fee Schedule. If you need to replace your Card for any reason, please contact Customer Service. See Fee Schedule for applicable fees.

6. **NO ADDITIONAL USERS.** You may not permit another person to have access to your Card or Card number. If you do provide access to your Card or Card number, you are liable for all transactions made with the Card or Card number by those persons. You are responsible for all transactions and fees incurred. You are wholly responsible for the use of your Card according to the terms of this Agreement subject to the subsection labeled "Your Liability for Unauthorized Transfers" in Section 23 below, and other applicable law. See Section 8 below for information about a Secondary Card linked to your Money Network Account or Portable Account for family, friends, or others.
7. **PERSONAL IDENTIFICATION NUMBER.** During activation of your Money Network Account or Portable Account as described above in Section 5, "About Your Card," you will be required to establish a Personal Identification Number ("PIN"). You may use that PIN with your Card (i) at any point-of-sale ("POS") device, which requires entry of a PIN where the logo of any Card Association shown on your Card is displayed; or (ii) to obtain cash from any Automated Teller Machine ("ATM"). All ATM transactions are treated as cash withdrawal transactions. You should not write or keep your PIN with your Card and do not share your PIN with anyone. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in Section 26 below.
8. **ACCOUNT ACCESS/USING YOUR CARD.**
- (a) The only federal payments that may be loaded to your Money Network Account or Portable Account via ACH credit are federal payments for the benefit of the primary accountholder (you). If you have questions about this requirement, you may contact Customer Service.
- (b) You may access funds from your Money Network Account or Portable Account by using your Card at a participating ATM or POS terminal; by requesting an issuer and transaction number for a Money Network Check (as further described in Section 9); by making a Bank- Branch Over-the-Counter Withdrawal; or as otherwise permitted by this Agreement. See your Fee Schedule for the fees applicable to such transactions.
- (c) As long you do not exceed the balance available in your Money Network Account or Portable Account, you may use your Card to: (i) withdraw cash; (ii) purchase goods or services at merchants that accept your Card and (iii) pay bills by phone, online, or in person. Some of these services may not be available at all terminals or with all merchants. Some of these services may be subject to additional third-party fees. You may not use your Money Network Account or Portable Account for any illegal transactions, at casinos, or for any gambling activity. We reserve the right to refuse any transaction at any time.
- (d) The following functionality, without limitation, is also included with your Money Network Account or Portable Account:
- (i) **Secondary Cards:** "Secondary Card" refers to a general purpose reloadable prepaid access card that you, as the primary cardholder, can provide to another individual(s), a Secondary Cardholder (i.e., family member, friend, etc.), which will allow you to transfer funds from your Account to the Secondary Cardholder for ATM and point of sale debit (signature- and PIN-based) transactions. You, or the Secondary Cardholder, will be required to provide Bank with certain identifying information about the Secondary Cardholder, such that Bank may validate the identity of the Secondary Cardholder, using third party databases or otherwise. Bank will issue the Secondary Cardholder a general purpose reloadable prepaid access account in the Secondary Cardholder's name. You will be able to transfer funds from your Account to the Secondary Cardholder's account (the "**Secondary Prepaid Access Account**") by using the Web Site or calling Customer Service. However, your Card will not be able to receive a funds transfer from the Secondary Prepaid Access Account. The amount you may transfer to the Secondary Prepaid Access Account is listed in the Transaction Limits Schedule. Once you initiate a funds transfer to a Secondary Prepaid Access Account, you may only cancel the funds transfer by calling Customer Service, unless the transfer has already occurred. You acknowledge that once funds settle to the Secondary Prepaid Access Account, you waive all interest in such funds. You further acknowledge that you will not own or have any interest in the Secondary Prepaid Access Account or access to the account activity of the Secondary Prepaid Access Account. The Secondary Cardholder will own the Secondary Prepaid Access Account and be subject to separate terms and conditions and its own fee schedule which you may obtain from the Secondary Cardholder, but will not be provided to you by us.
- (ii) **Loads From Other Sources:** In some cases arrangements have been made that may allow you to load additional funds to your Account through the methods described below. To the extent these additional methods are made available to you, the terms described herein will apply. You may be required to provide Bank or its servicer with certain additional identifying information about you in order to use these methods.
- Retail Loads. Available at participating retail locations as designated by us from time to time. See www.EXCEEDCard.com or use the locator function on the mobile app for a list of participating locations. Some participating locations may limit the types of Retail Loads.
 - ACH Loads. An ACH transfer to your Account, using the Account number and ABA routing number provided on your Card Carrier.

See the Transaction Limits Schedule for information regarding limits on loads and other transactions. For security and regulatory reasons, we may further limit the number, type or dollar amount of transactions you may make to your Account or suspend the use of your Account and/or Card. The owner or operator of the POS terminal at the retail location where you complete a Retail Load may charge a fee for loading value to your Account (which is in addition to any applicable load fee as indicated on the Fee Schedule), and, together with ATM owners or operators, as well as banks, check cashers and other service providers, may impose different minimums and limits from those set forth in the Transaction Limits.

- (e) We may refuse any transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations as indicated in the Transaction Limits. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing your Money Network Account or Portable Account. We will use the date the transaction is completed by us (as opposed to the date you requested it) to apply to any frequency or amount limitations. The fact that we may honor withdrawal requests that cause your Money Network Account or Portable Account to become overdrawn does not obligate us to do so later.
- (f) For Payroll Loads, your Employer will report its deposit of funds to your Money Network Account or Portable Account to the appropriate governmental agencies and you will receive the appropriate notification, for the purposes of tax reporting, from Employer. We bear no responsibility whatsoever for any such reporting or tax liabilities.
- (g) Each time you use your Card, you authorize us to reduce the funds available in your Money Network Account or Portable Account by the amount of the transaction. You are not authorized or permitted to exceed the available amount in your Money Network Account or Portable Account through an individual transaction or a series of transactions with your Card or a Money Network Check. Nevertheless, if a transaction exceeds the balance of the funds available in your Money Network Account or Portable Account, you shall remain fully liable to us for the amount of the transaction. We reserve the right to bill you for any negative balance, or to offset any negative balance with future loads to your Card account. You agree to pay us promptly for any negative balance. We also reserve the right to cancel your Money Network Account or Portable Account should you create one or more negative balances. You do not have the right to stop payment on any purchase transaction originated by use of your Card, except as otherwise provided herein. 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 until the hold is released by the merchant.

9. USE OF MONEY NETWORK CHECKS.

Money Network Checks are Money Network branded checks, issued and signed by Pathward, and used by you to draw funds from your Account as provided in this Agreement. An initial stock of Money Network Checks is provided in the Welcome Packet. In addition to using your Card, you may choose to receive your pay, to the penny, at no charge at participating check-cashing locations, or by completing and depositing into a bank account, each or any pay period, a Money Network Check. You may contact Customer Service to authorize and complete a Money Network Check. Calling Customer Service requires you to enter the number on your Card in order to access your funds with a Money Network Check. You acknowledge that if you choose not to use the Card, you will need to keep your Card number in order to use the Money Network Checks. The amount of the Money Network Check you authorize when you call Customer Service will be electronically deducted from your Account immediately. Please note that once you complete a Money Network Check with an issuer number and a transaction number, that Money Network Check is valid for the amount authorized and could be cashed or negotiated by anyone who has possession of the Money Network Check. You should carefully safeguard any Money Network Check for which you have received issuer and transaction numbers. To learn how to cancel a Money Network Check after it has been authorized and have it added back to your Account, please refer to the Money Network Check instructions in your Welcome Packet. If an authorized Money Network Check is not cashed or deposited within 180 days after the date it is authorized, the Money Network Check will be canceled and the funds will be added back to your Account. To order additional Money Network Checks at no charge or for additional questions regarding Money Network Checks, please contact Customer Service.

10. Split Transactions. You are responsible for all transactions initiated by use of your Card, except as otherwise set forth herein. If you do not have enough funds available in your Account, you can instruct the merchant to charge a part of the purchase to the Money Network Account or Portable Account and pay the remaining amount with cash or another card. These are called "**split transactions**." Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

11. CARD NOT PRESENT TRANSACTIONS. If you use your Money Network Account or Portable Account number without presenting your Card (such as for a mail order, telephone, or online purchase), the legal effect will be the same as if you used the Card itself.

12. YOUR ACCOUNT BALANCE.

- (a) Your Money Network Account or Portable Account will reflect direct deposits of your wages, salary, and other compensation from Employer ("**Payroll Loads**") and any permitted Retail Loads and ACH Loads made by you upon conversion to a Portable Account (as such terms are defined in Section 3), less transactions and those fees and charges in the Fee Schedule. If you request a Money Network Check from your Money Network Account or Portable Account and do not redeem it within 180 days, the Money Network Check will be canceled and the funds will be added back into your Money Network Account or Portable Account.
- (b) You may access information about your Money Network Account or Portable Account on our Web Site, mobile app, or from Customer Service without a charge.
- (c) For security reasons, we may limit the amount, number, or type of transactions you can make with your Money Network Account or Portable Account.

13. ACCOUNT INFORMATION.

You may obtain information about the amount of money you have remaining in your prepaid account by calling Customer Service. This information, along with a 12-month history of account transactions, is also available online at www.EXCEEDCard.com or on our mobile app. You also have the right to obtain at least 24 months of written history of account transactions by calling or writing Customer Service at the contact information provided in Section 41 below. You will not be charged a fee for this information unless you request it more than once per month.

14. PREAUTHORIZED TRANSFERS.

- (a) **Preauthorized credits:** If you have arranged to have direct deposits made to your Money Network Account or Portable Account at least once every 60 days from the same person or company, you can call our Customer Service telephone number to find out whether or not the deposit has been made.
- (b) **Right to stop payment and procedure for doing so:** If you have told us in advance to make regular payments out of your Card account, you can stop any of these payments. Here's how: Call or write Customer Service in time for us to receive your request 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 14 days after you call.
- (c) **Notice of varying amounts:** If these regular payments may vary in amount, the person you are going to pay will 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 with the payee).
- (d) **Liability for failure to stop payment of preauthorized transfer:** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

15. CHANGE IN YOUR ADDRESS.

You must contact Customer Service when you change your address or update your address via the Website or mobile app. You agree that any communication sent to you at your last address on record with us will be deemed to have been received by you.

16. FUNDS AVAILABILITY

Electronic transfers to your Account, such as Payroll Loads, Retail Loads and ACH Loads, will be available on the business day we receive the funds. Once the funds are available, you can request them in cash or as otherwise provided in this Agreement. If you cancel a Money Network Check in accordance with the Money Network Check instructions provided with your Money Network Checks, we will credit your Account within three to five business days after the cancellation and receipt of required information from you.

17. WEB SITE AND ACTIVITY.

Although considerable effort is expended to make our Web Site and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, Web Site changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes, acts of terrorism and acts of war. You agree to act responsibly with regard to the Web Site and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Web Site's systems and integrity. We shall not bear any liability whatsoever for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

18. LINKS.

Our Web Site may contain links to other web sites, provided as a convenience to you and not an endorsement by us. We are not responsible for the content of any such web site, which you enter at your own risk.

19. ERRORS, OVERPAYMENTS; OUR RIGHT TO OFFSET.

- (a) We reserve the right to deduct funds from your Money Network Account or Portable Account in order to correct a previous error or overpayment to you, and you authorize us (i) to share information as necessary with any funding entity (including Employer) in connection with resolving any errors or overpayments related to Retail Loads, Payroll Loads or ACH Loads and (ii) to the extent applicable, to accept instructions from Employer to add or deduct funds from your Account and, in the case of deductions, to return those funds to Employer.
- (b) We have the right to offset against your Money Network Account or Portable Account balance any indebtedness owed by you to us, whether individually or jointly owed. We may offset against your Money Network Account or Portable Account balance either before or after your death without demand or notice to you. We will not be liable for any dishonored transaction entry that results.

20. RETURNS AND REFUNDS.

If you are entitled to a refund for any reason for goods or services obtained with the Money Network Account or Portable Account, the return and refund will be handled by the merchant. You agree to accept credits to your Money Network Account or Portable Account in place of cash. If the merchant credits your Card, the Credit may take up to five (5) days from the date the refund occurs to become available.

21. BUSINESS DAYS.

For purposes of this Agreement, our business days are Monday through Friday. Federal and bank holidays are not included. Customer Service Hours may differ.

22. RECEIPTS.

You should get a receipt at the time you make a transaction or obtain cash. You agree to retain your receipt to verify your transactions, including ATM transactions.

23. UNAUTHORIZED TRANSACTIONS.

- (a) **Lost or Stolen Cards/Unauthorized Transactions.** If you believe your Card or PIN has been lost or stolen or if you believe a transfer has been made using the information from your Card or PIN without your permission, you must call or write to Customer Service at the telephone number or address at the end of this Agreement. You should also contact Customer Service if you believe a transfer has been made using the information from your Card or PIN without your permission.

- (b) **Liability for Unauthorized Mastercard® 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.
- (c) **Your Liability for Unauthorized Transfers.** Your Liability for Unauthorized Transfers: Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning Customer Service toll-free is the best way of keeping your possible losses down. You could lose all the money in your Money Network Account or Portable Account. If you tell us within 2 business days after you learn of the loss or theft 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 or theft 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 history shows transfers that you did not make, including those made by your Card or other means, tell us at once. If you do not tell us within 60 days after the earlier of the date you electronically accessed your account (if the unauthorized transfer could be viewed in your electronic history), or the date we sent the FIRST written history on which the unauthorized transfer appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

24. 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 proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

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

25. LIMITATION OF LIABILITY

FURTHER, EXCEPT AS PROVIDED IN SECTION 23 AND APPLICABLE LAW INCLUDING, BUT NOT LIMITED TO, ANY PAYMENT THAT MAY BE REQUIRED IN THE EVENT OF A SECURITY BREACH, IN NO EVENT SHALL BANK, ITS SERVICE PROVIDERS (INCLUDING MONEY NETWORK FINANCIAL, LLC, ITS PROGRAM MANAGER), OR ANY OF THEIR RESPECTIVE AFFILIATES OR AGENTS BE LIABLE FOR DAMAGES ARISING FROM OR RELATING TO THE PRODUCTS AND SERVICES PROVIDED HEREIN (INCLUDING, WITHOUT LIMITATION, YOUR ACCOUNT, YOUR CARD OR THE MONEY NETWORK CHECKS), OR FROM OR RELATING TO THIS AGREEMENT, WHICH EXCEED AN AMOUNT EQUAL TO THE SUM OF YOUR ACCOUNT BALANCE PLUS THE SUM OF ANY FEES PAID BY YOU IN CONNECTION WITH THE PRODUCTS OR SERVICES. IN ADDITION, IN NO EVENT SHALL BANK OR ITS SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE AFFILIATES OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXCEPT AS SPECIFICALLY REQUIRED BY LAW.

26. INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS.

In Case of Errors or Questions About Your Prepaid Account, call or write Customer Service at the contact information provided in Section 41 below as soon as you can. If you think an error has occurred in your prepaid account, we must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. In any case, we may limit our investigation of any alleged error that you do not report to us within 120 days of the posted transaction. You may request a written history of your transactions at any time by calling Customer Service or writing us at the contact information provided in Section 41 below. You will need to tell us:

- Your name and prepaid account number,
- why you believe there is an error,
- the dollar amount involved, and
- approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call Customer Service.

27. UNCLAIMED PROPERTY.

Your Money Network Account or Portable Account is subject to unclaimed property laws where your Money Network Account or Portable Account has been registered, or the laws of the state where we are located/ incorporated. Should your Money Network Account or Portable Account have a remaining balance after a certain period of time provided by state law, in which no loads or money movement transactions or other Money Network Account or Portable Account activity (as those types of activity are defined by law) occur, we may be required to remit remaining

funds to the appropriate state agency.

28. CONFIDENTIALITY.

We may disclose information to third parties about your Money Network Account or Portable 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 Money Network Account or Portable Account for a third party, such as merchant;
- (3) In order to comply with government agency or court orders, or other legal reporting requirements;
- (4) If you give us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed;
- (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.

29. OTHER TERMS.

Your Money Network Account or Portable Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Money Network Account or Portable Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of South Dakota except to the extent governed by federal law.

30. PRIVACY.

As part of establishing your Money Network Account or Portable Account, you received in your Welcome Packet a copy of the Pathward's Privacy Notice (our "**Privacy Notice**") which generally addresses our policy for handling and disclosing information. If you have questions regarding our Privacy Notice, please contact Customer Service.

31. CANCELLATION.

You may terminate your use of your Money Network Account or Portable Account by removing all of your funds, but this will not affect any of our rights or your obligations arising under this Agreement prior to termination. If you are still employed by Employer, you must first make other arrangements to receive your net wages by a method offered by your Employer before ceasing to use your Money Network Account or Portable Account.

32. ASSIGNMENT.

You may not assign, convey, subcontract, sell or transfer any of your rights or obligations with regard to the Services. We may assign this Agreement and any of our rights and obligations at any time, subject to any notice required by law. Any of our obligations under this Agreement may be performed by third parties on our behalf.

33. SEVERABILITY AND WAIVER; INTERPRETATION.

The invalidity of any provision of this Agreement shall not affect the validity of other provisions. Any waiver of any term or condition of this Agreement shall not operate or be construed as a continuing waiver of such term or condition or any other term or condition.

34. AMENDMENTS.

We may amend this Agreement by delivering notice of the amendment to you in the manner agreed to by you and us or to your last address as shown on our records. Unless necessary to protect system security, you will be given at least 21 days' notice prior to the effective date of any amendment which results in an increased fee or charge, an increase in your liability, a reduction in our services (including fewer types of electronic fund transfer services), or stricter limitations on transactions or your ability to obtain funds from your Money Network Account or Portable Account. However, if the change is made for security purposes, we can implement such change without prior notice. Through your continued use of the Money Network Account or Portable Account, you agree to any such changes or amendments.

35. TERMINATION.

We may, at any time, for any or no reason, terminate this Agreement and/or temporarily or permanently suspend your right to use your Money Network Account or Portable Account or otherwise participate in the Services. We may contact you to obtain information about deposits and other transactions we deem suspicious. You agree to destroy your Card and any Money Network Checks if this Agreement is terminated. We will cause your Money Network Account or Portable Account balance to be sent to you by transferring your funds to your bank account you may have designated, or you may access your funds by Money Network Check. If you do not have a Money Network Check, you may request one from Customer Service, subject to any applicable fees in the Fee Schedule. All provisions of this Agreement which by their nature should survive termination shall survive termination of this Agreement, including, without limitation, the Liability and Dispute Provisions.

36. TELEPHONE MONITORING/RECORDING.

From time to time we may monitor and/or record telephone calls or other communications between you and us to asensure the quality of our customer service or as required by applicable law. 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.

37. NO WARRANTY REGARDING GOODS AND SERVICES.

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Money Network Account or Portable Account or Card.

38. 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, National Association, 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 neutral 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 the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card number. State that you "opt out" of the Arbitration Clause. 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 individually or require individual 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, affiliates, and their successors and 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 relationships 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. 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. The arbitration administrator will be either: <ul style="list-style-type: none"> • The American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, 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 with jurisdiction 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. 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. 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.
Are you and we giving up any rights?	Yes	For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to: <ol style="list-style-type: none"> 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 in court or in arbitration. 4. Join a Dispute that you, we, or Related Parties have with a dispute that others have. 5. Bring or be a class member in a class action in court or in a class arbitration. 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.
Can you or another consumer start a class arbitration?	No	The Arbitrator is <u>not</u> 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. You may not pursue any type of collective action or class action against us in arbitration.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and the Card 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.
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; (2) we transfer or assign our rights under this Agreement, or (3) a party files for bankruptcy (if bankruptcy law permits).
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 your Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers, 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.
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. 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.

39. APPLICABLE LAW.

This Agreement is governed by the law of the State of South Dakota except to the extent governed by federal law, irrespective of the choice-of-law provisions of any state. Nevertheless, if we are served garnishments, summons, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will enforce a right of security interest against any of your Card accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. We may deduct such expenses from your Card account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds in a Card account, we may remove the funds from the account and maintain them separately. Use of your Money Network Account or Portable Account is subject to all applicable rules of any clearing house or the Applicable Card Association.

40. MEMBER FDIC.

Your Account is insured by the Federal Deposit Insurance Corporation (FDIC) up to the limits permitted by law.

41. CUSTOMER SERVICE.

Information about your Money Network Account or Portable Account is available by various methods (e.g., by mail, by phone, or by electronic means). Customer Service should be contacted at the telephone numbers and mailing addresses shown at the end of this Section. Portions of the contact information may also be found on the Fee Schedule in your Welcome Packet or on the back of your Card.

This Card is issued by Pathward, N.A., Member FDIC.
5501 S. Broadband Lane Sioux Falls, SD 57108

Customer Service Mailing Address:

Money Network Financial, LLC
2900 Westside Pkwy
Alpharetta, GA 30004

Customer Service by Telephone: 1-800-903-4698

Web Address: www.EXCEEDCard.com

Money Network Service Associate Program and Portable GPR Program. The EXCEED Card is issued by Pathward, National Association, Member FDIC, pursuant to a license from Mastercard International Incorporated. EXCEED Card is serviced by Money Network Financial, LLC

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