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. Prior to this validation, your account shall be a Money Network Account. After this validation, your account shall be a Portable Account.

- **You acknowledge and agree that additional fees will apply automatically upon termination of the funding obligation (the "Funding Obligation") of Payor (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 Payor 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 Payor.**
- **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-Branch Over-the-Counter Withdrawal"), or by an ACH fund transfer to a personal bank account. If you have a Portable Account, these methods allow the same access.**

As used in this Agreement, **"Bank," "we," "our,"** and **"us"** mean MetaBank™, 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 card, issued by Bank, associated with your Money Network Account or your Portable Account. **"Payor"** means the Payor 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.

3. APPLICATION OF MONTHLY ACCOUNT MAINTENANCE FEES.

UPON TERMINATION OF THE FUNDING OBLIGATION, MONTHLY ACCOUNT MAINTENANCE FEES WILL APPLY. YOU MAY AVOID THE MONTHLY ACCOUNT MAINTENANCE FEE BY WITHDRAWING OR SPENDING THE FUNDS IN YOUR ACCOUNT DURING THE SIXTY (60) DAYS FOLLOWING TERMINATION OF THE FUNDING OBLIGATION.

(a) **Application of Monthly Account Maintenance Fees:** In the event the Funding Obligation is terminated, as evidenced by either (i) notice from your Payor; or (ii) no load is made by your Payor to your Account for no less than 60 days, Monthly Account Maintenance Fees will apply to your Account which allows continued use of features and functions of your Account (as described in (b) and (c) below). Your Account will continue to be insured by the FDIC, as permitted by law. You will not receive any interest on your Account balance. If Monthly Account Maintenance Fees apply due to lack of deposit activity, but the Funding Obligation has not been terminated, please call Customer Service and you will be given an opportunity to reverse the conversion and receive credit for any additional fees incurred as a result of the conversion.

(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 Account Maintenance Fee), except that we will waive the Monthly Account Maintenance Fee for a period of at least 60 days from the earlier of (i) the date we receive notice from your Payor that you have been terminated; or (ii) the last date on which your Payor deposited funds into your Account. The Fee Schedule for the Portable Account contains the same categories and types of fees as you were previously charged for the Account and associated products or services, except that some fees may be higher than what you were previously paying. You further acknowledge that the Monthly Account Maintenance Fee and any other new or higher fees are in consideration for continued use of the Account after termination of the Funding Obligation.

(c) **Important Disclosures:** In connection with conversion of your Money Network Account to a Portable Account, 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 below) and Transaction Limits may apply. (You may also have wages from an employer automatically deposited to your Portable Account, provided that employer supports such direct deposits.). You will also continue to be able to use Money Network Checks to access the full amount of your Account balance. You may obtain information about your Account at any time from our Web Site, mobile app, or from Customer Service at no charge, as provided in Section 13 below.

(d) **Suspension or Termination:** If you have no activity on your Account and a balance of zero for a period of 60 days or more, we may suspend or terminate your Account and this Agreement. You may call Customer Service if you wish to reactivate your 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 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 Account, 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 Money Network Account fees will apply to your use of your Money Network Account. Upon conversion to the Portable Account, the Portable Account fees 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 Account, you may be charged a fee by them.

Foreign Transaction Fees: If you obtain your funds or make a purchase in non-U.S. currency, or make a purchase from a merchant using a bank that uses currency other than the currency or country in which your Card was issued, the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in U.S. currency. MasterCard International Inc. and Visa U.S.A. Inc. currently use a conversion rate that 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. This percentage amount is independent of the additional 2% Foreign Transaction Conversion Fee that we will charge as compensation for our services. If you make a purchase in a country other than the country in which your Card was issued, we will also charge a Cross Border Transaction Fee of 0.8% as compensation for our services.

5. ABOUT YOUR CARD.

The Card is a prepaid card. The Card allows you to access funds loaded or deposited into your Account by you or on your behalf. Your 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 Account. Your Payor has no right or interest in any of the funds in your Account. The funds in your 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 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.

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 ONLY PAYMENTS THAT MAY BE LOADED TO YOUR CARD VIA AN AUTOMATED CLEARING HOUSE ("ACH") CREDIT ARE PAYMENTS FOR THE BENEFIT OF THE PRIMARY CARDHOLDER. If you have questions about this requirement, please call the number listed at the bottom of this Agreement.

The Card will remain the property of MetaBank 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. If your 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 Account is not active at the time of expiration, your Account will remain open and the funds will be accessible by Money Network Check and subject to fees, and you may contact Customer Service to obtain a replacement Card.

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 Account for family, friends, or others.

7. PERSONAL IDENTIFICATION NUMBER. During activation of your 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) You may access funds from your Account by using your Card and PIN 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.

(b) As long you do not exceed the balance available in your Account, you may use your Card to: (i) withdraw cash; (ii) purchase goods or services wherever the logo on your Card is displayed; 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. You may not use your Account for any illegal transactions, at casinos, or for any gambling activity. We reserve the right to refuse any transaction at any time.

(c) The following functionality, without limitation, is also included with your 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. Using the IVRU or Web Site, you will be able to transfer funds from your Account to the Secondary Cardholder's account (the "Secondary Prepaid Access Account"). 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. Once

between you and us arising from or relating to the Account or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Money Network Account, Portable Account, Card, or the Cards of any additional cardholders designated by you; (ii) the amount of available funds in the Account; (iii) advertisements, promotions or oral or written statements related to the Account, goods or services purchased using the Account; (iv) the benefits and services related to the Account; and (v) your enrollment for the Account. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Bank, wholly or majority owned subsidiaries, affiliates, licensees, agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with the Account (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use the Account, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional cardholders.

Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this

Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS"), or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select either of the other organizations listed to serve as arbitrator administrator. For a copy of the code of procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE JAMS, OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance or all or part of the filing administrative and/or hearing fees for any Claim you initiate or to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended ("FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting of denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision

will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising its right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

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

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 of legal processes of any type, we are entitled to rely on the representations therein regard to jurisdiction. Use of your 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 Account is available by various methods (e.g., by mail, by phone, or by electronic means).

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, 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 Services are available to you (collectively, the "**Services**").

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.**
- **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 Payor which constitute part of this Agreement is true, accurate, and complete, and you authorize your Payor to provide us such**

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 MetaBank, Member FDIC.
5501 S. Broadband Lane
Sioux Falls, SD 57108

Customer Service Mailing Address:

Money Network Financial, LLC
5565 Glendridge Connector, N.E.
Mail Stop GH-52
Atlanta, GA 30342

Customer Service by Telephone: 1-888-913-0900

Web Address: www.MoneyNetwork.com

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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.MoneyNetwork.com 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 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.

(d) 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 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 Account to become overdrawn does not obligate us to do so later.

(e) For Funding Loads (as defined below), your Payor will report its deposit of funds to your Account to the appropriate governmental agencies and you will receive the appropriate notification, for the purposes of tax reporting, from Payor, if applicable. We bear no responsibility whatsoever for any such reporting or tax liabilities.

9. USE OF MONEY NETWORK CHECKS.
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 funds, to the penny, at no charge at participating check-cashing locations, or by completing and depositing into a bank account, each or any funding period, a Money Network Check. You may contact Customer Service using the Interactive Voice Response Unit (**"IVRU"**), an automated phone system, to authorize and complete a Money Network Check. The IVRU process 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 using the IVRU 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 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 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. Each time you use your Card, you authorize us to reduce the funds available in your Account by the amount of the transaction. You are not authorized or permitted to exceed the available amount in your 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 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 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.

12. YOUR ACCOUNT BALANCE.
(a) Your Account will reflect direct deposits of your funds from Payor ("**Funding 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 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 Account.

(b) You may access information about your Account on our Web Site, mobile app, or from Customer Service without a charge. There are additional ways to access information about your Account, such as ATM. Fees may apply, as provided in the Fee Schedule.

(c) For security reasons, we may limit the amount number, or type of transactions you can make with your Account.

13. ACCOUNT INFORMATION.
You may obtain information (e.g., Account balance, transaction information, and a single 60-day transaction history) by contacting Customer Service. You may also elect to receive such account information by visiting www.MoneyNetwork.com and registering for email alerts or text-message alerts (carrier charges may apply). You may also access such account information via the Money Network mobile application, available for download from the appropriate "app" store. You may also request a recurring Monthly Paper Statement, the fee for which is shown on your Fee Schedule.

14. PREAUTHORIZED TRANSFERS.
(a) Preauthorized credits: If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can 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).

(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 write to Customer Service when you change your address. 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 Funding 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 one business day after our receipt of your Money Network Check and other required information.

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 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 Payor) in connection with resolving any errors or overpayments related to Retail Loads, Funding Loads or ACH Loads and (ii) to the extent applicable, to accept instructions from Payor to add or deduct funds from your Account and, in the case of deductions, to return those funds to Payor.

(b) We have the right to offset against your Account balance any indebtedness owed by you to us, whether individually or jointly owed. We may offset against your 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 Account, you agree to accept credits to your Account in place of cash. Credits may take up to five (5) days from the date the refund occurs.

21. BUSINESS DAYS.
For purposes of these disclosures, our business days are Monday through Friday, excluding standard Federal Reserve Bank holidays.

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.** 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) **Zero Liability for Unauthorized Mastercard or Visa Prepaid Card Transactions.**

Under MasterCard's Zero Liability Policy, your liability for unauthorized transactions on your Card Account is $0.00 if you notify us promptly upon becoming aware of the loss or theft, and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. These provisions limiting your liability do not apply to debit transactions not processed by MasterCard or to unregistered cards.

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

(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 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 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 Account contact Customer Service as soon as possible. We must hear from you no later than 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. You may request a written history of your transactions at any time by contacting us at Customer Service. You will need to tell us the following: (1) our name, (2) your Card number, (3) why you believe there is an error, (4) the dollar amount involved, and (5) 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 provisionally **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. Funds will remain contingent on whether we determine if an error occurred. 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, POS, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to **credit** your Account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If you have any further questions regarding our error resolution procedures, please contact Customer Service.

27. UNCLAIMED PROPERTY.
Your Account is subject to unclaimed property laws where your Account has been registered, or the laws of the state where we are located/incorporated. Should your 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 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 Account or the transactions you make:
(1) Where it is necessary for completing transactions;
(2) In order to verify the existence and condition of your Account for a third party, such as 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; or
(5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

29. OTHER TERMS.
Your Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your 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 Account, you received in your Welcome Packet a copy of the MetaBank 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 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 owed funds by Payor, you must first make other arrangements to receive those funds by a method offered by your Payor before ceasing to use your 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 Account. Through your continued use of the 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 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 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 between you and us to assure the quality of our customer service or as required by applicable law.

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 Account or Card.

38. ARBITRATION PROVISIONS AND WAIVER OF TRIAL BY JURY.
YOU SHOULD READ THIS ARBITRATION PROVISION AND WAIVER OF TRIAL BY JURY ("ARBITRATION PROVISION") CAREFULLY. YOU AND WE HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO LITIGATE ANY CLAIM IN COURT OR HAVE A JURY TRIAL ON ANY CLAIM OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE PROCEDURES OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICE ("JAMS") OR THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), AS APPLICABLE (THE "CODE"), EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN FOR A SMALL CLAIM. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Purpose: This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy