

## FEE SCHEDULE

All fees	Amount	Details
Monthly usage		
Account Opening Fee	\$5.00	One-time fee assessed when your Account is opened and funded with at least \$5.
Inactivity Fee	\$7.99	You will be charged \$7.99 each month after you have not completed a transaction for 3 consecutive months.
Get cash		
ATM Withdrawal	\$1.50	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Information		
ATM Balance Inquiry*	\$1.50	This is our fee. You may also be charged a fee by the ATM operator.
Other		
Bill Pay Fee for Paper Payment	\$1.00	A \$1 fee will be assessed if our online Bill Pay feature is used to generate a paper payment to be sent to the payee.
Card Replacement Fee	\$5.00	This fee is assessed if you request your physical card be replaced. First card replacement within a given 12 month period will not be assessed a fee.
Returned Item Fee	\$10.00	Assessed when you do not have enough funds in your Account to cover a preauthorized payment or debit to your Account.
Stop Payment Fee	\$10.00	A \$10.00 fee will be assessed for initiating a Stop Payment on an ACH debit or a preauthorized network payment transaction.
Account Closure Fee	\$10.00	You will be assessed a \$10.00 fee if you request your account to be closed and a check issued for the remaining balance.
* When you use an ATM, you may be charged a fee by the ATM operator or any network used to complete the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).		

**YourSuccess Bank Account provided by Pathward®, National Association  
Demand Deposit Account Agreement**

**CUSTOMER SERVICE CONTACT INFORMATION:**

Address: 500 North Broadway, Suite 240, Jericho, New York 11753

Website: [www.YourSuccessCard.com](http://www.YourSuccessCard.com)

Phone Number: 866-357-6095

**IMPORTANT NOTICES:**

- (1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION SETTING FORTH THE RULES FOR DISPUTE RESOLUTION WITH US.
- (2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE IN YOUR ACCOUNT. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE ACCOUNT BALANCE.
- (3) BY OPENING OR MAINTAINING THIS ACCOUNT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. THIS AGREEMENT INCLUDES THE FOLLOWING DISCLOSURES (1) THE FEE SCHEDULE; (2) OUR PRIVACY POLICY, AND (3) ANY ADDITIONAL DISCLOSURES REGARDING YOUR ACCOUNT AND/OR RELATED FEATURES OR SERVICES THAT THE BANK MAY PROVIDE TO YOU FROM TIME TO TIME.
- (4) WE MAY CLOSE THE ACCOUNT AT ANY TIME, WITH OR WITHOUT CAUSE (SEE THE SECTION TITLED "ACCOUNT CLOSURE", BELOW, FOR MORE INFORMATION).

This Demand Deposit Account Agreement ("**Agreement**") sets forth the terms and conditions that govern your YourSuccess Bank Account ("**Account**"). "**Accountholder**", "**you**" and "**your**" means the person who has opened and owns the Account. "**We**," "**us**," "**our**" and "**Bank**" mean Pathward®, National Association, a federally chartered bank, Member FDIC, and our successors, affiliates or assignees. "**TFS**" refers to **Nationwide TFS, LLC**, who performs certain services related to your Account on our behalf. Please read this Agreement carefully and keep it for future reference.

## 1. DEFINITIONS

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

## 2. ABOUT YOUR ACCOUNT

Your Account is a demand deposit checkless account, meaning that, except as otherwise provided herein, transfers made to or from the account may only be made electronically.

The Account is not a prepaid account or a credit product. You will not receive any interest on the funds in your Account. This Account is not designated for business use, and we may close your Account if we determine that it is being used for business purposes. We may close your Account or refuse to process any transaction involving your Account that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. You may not use your Account for any illegal transactions or any activity prohibited by this Agreement.

You agree to pay the charges as shown on the Fee Schedule. Fees assessed to your Account balance may bring your Account balance negative. Any time your Account balance is less than the fee amount being assessed to your Account or your Account balance is already negative, the assessment of the fee will result in a negative balance on your Account or increase the negative balance on your Account, as applicable. If that occurs, any subsequent deposits to your Account will first be applied to the negative balance.

Once you fund your account, you will be able to provide Pathward with instructions about the funds accessible through your account. Your funding or use of your account authorizes us to hold your funds at Pathward or act as your custodian to place your funds at one or more participating FDIC-insured banks (each a "Program Bank"). Visit [www.pathwardprogrambanks.com](http://www.pathwardprogrambanks.com) to find the most up-to-date list of Program Banks. If you do not agree to Pathward placing your funds as custodian at other Program Banks, please immediately transfer or spend **all** the funds in your account or contact Customer Service above to close your account and request your funds in the form of a paper check at no charge.

Your funds are eligible for deposit insurance up to the applicable limits by the Federal Deposit Insurance Corporation ("FDIC").

In the event the FDIC were to be appointed as a receiver for Pathward or a Program Bank, your funds, aggregated with any other funds you have on deposit at such institution would be eligible to be insured up to \$250,000 for each legal category of account ownership, subject to compliance with FDIC deposit insurance requirements. You are responsible for monitoring the total amount of all direct or indirect deposits held by you or for you with Pathward and the Program Banks for purposes of monitoring the amount of your funds eligible for coverage by FDIC insurance. To assist with calculating your FDIC deposit insurance coverage, the FDIC has an Electronic Deposit Insurance Estimator available at <https://edie.fdic.gov>.

### 3. GETTING STARTED

#### a. Verification Process

- (1) **Important information for opening an Account:** To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens an Account.
- (2) **What this means for you:** When you open an Account, we will ask for your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other documents at any time.

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

- (3) **Eligibility and Activation:** To be eligible to use and activate this Account, you represent and warrant to us that: (i) you are citizen or permanent resident of the fifty (50) United States or the District of Columbia who can lawfully enter into and form contracts under applicable law in the state in which you reside; (ii) the personal information that you have provided to us is true, correct and complete; (iii) you have read this Agreement and agree to be bound by and comply with its terms.
- b. Physical Card; Account Opening Fee.** As soon as your Account balance meets or exceeds Five Dollars (\$5.00), we will automatically send you a Physical Card in the mail at the address we have on file. At this time, the Five Dollar (\$5.00) Account Opening Fee referenced in your Fee Schedule will be charged to your Account. In order to access the full functionality of your Account and to access the funds on deposit in your Account using your Physical Card, you must activate the Physical Card you received from us in connection with your Account. To activate your Physical Card, you must call Customer Service or visit the Customer Service website.

### 4. ACCOUNT FUNDS

#### a. Deposits

Deposits may be made only in the form and manner we permit in our sole discretion. Only electronic deposits are permitted, as set forth in the chart below. We may, at our sole discretion, refuse to accept any deposit. If an Item you deposit is returned unpaid, we will debit your Account, and assess any other fee we pay or loss we incur. In addition, you are liable to us for all costs and expenses related to the collection of any amount from you. Funds deposited to your Account are available as described below under "Funds Availability Policy". Cash Transfers will not be FDIC insured as provided in Section 2 above, until we receive the funds even if we make the funds available to you prior to receipt as described below.

#### b. Limits

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

Deposit Method	Limit	Frequency
<b>Direct Deposit or ACH transfers (including pre-authorized recurring transfers) from another financial institution</b>	No Limit	No Limit
<b>Cash Transfers sent to us through third-party money transmission service providers</b>	Not permitted	
<b>ACH transfers sent to us by an eligible Mobile Check Service</b>	Not Permitted	
<b>Deposit through credit or debit card transaction</b>	Not permitted	
If you use a third party service, such as a money transmitter, Mobile Check Service or other third party to make transfers to your Account, limits may be imposed by those third parties.		

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

**c. Funds Availability Policy**

Our policy is to make funds from your electronic deposits available on the Business Day we receive the deposit. But we reserve the right to delay the availability of deposits funded by ACH debit of an external bank account to allow us time to verify the external account and receive payment on collected funds. Once the funds are available, you can withdraw them in cash and we will use them to pay Card transactions and other transactions permitted on the Account. We reserve the right to refuse any deposit. If final payment is not received on any item you deposit to your Account, or if we are required to return any direct deposit or ACH credit transaction for any reason, you agree to pay us the amount of any returned item we previously credited to your Account. You may arrange to have funds transferred by ACH to your Account by your employer or other appropriate payor. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five (5) Business Days after we receive the deposit. Note that after we make funds available to you, and you have spent, sent or withdrawn all or a portion of the funds, you are still responsible for any problems involving your deposit.

**d. Preauthorized credits**

If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can contact Customer Service to find out whether or not the deposit has been made.

**e. Transaction processing order**

Generally, your deposits and withdrawals are processed as follows:

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

Even if we provisionally post items to your Account during the day, we may treat them as if we received all of them at the end of the day.

**f. Reserved.**

**g. Other Types of Deposits.**

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

**5. USING YOUR ACCOUNT**

**a. Accessing Funds and Limitations**

Each time you use your Card or another permitted method to access funds in your Account, the Available Balance in your Account will be reduced by the amount of the transaction and applicable fees. Generally, you may not exceed the Available Balance in your Account through an individual transaction or a series of transactions. If a transaction on your Account exceeds the balance of the funds available in your Account, you will remain fully liable to us for the amount of the transaction and any corresponding transaction fees(s) and agree to pay us promptly for the negative balance. If your Account has a negative balance, any deposits will be used to offset the negative balance. We may also, to the extent permitted by applicable law, use any deposit or balance on another account you have with us to offset a negative balance in your Account. If you have not deposited sufficient funds to your Account to cover the negative balance within sixty (60) days of its creation, we may close your Account. Additionally, we have the right to pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other account(s) you may have with us. If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself. The following types of electronic fund transfers are available on your Account:

- (1) **Bill Pay.** By using the Bill Pay Service, as described in Section 10.b. below, you may direct funds be transferred from your Account to certain biller payees you so choose, as provided in those terms and conditions of the Bill Pay

Service as set forth in Section 10.b. below.

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

#### b. Limits

The following limits apply to transactions on your Account:

Transaction Types	Limit	Frequency
Use of your Card for Purchase Transactions (domestic only)	\$5,000 per day	
Use of your Card for Cash Withdrawals at a Financial Institution (OTC Cash Withdrawal)	\$1,000 per day	1 per day
ATM Cash Withdrawals (domestic only)	\$1,000 per day	2 per day
If you allow a third party, such as a money transmitter or other third party to make pre-authorized debits, limits may be imposed by those third parties.		

#### c. Reserved

#### d. Preauthorized Transfers

- (1) **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how: Call Customer Service at the number above in time for us to receive your request at least three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments. There may be a fee associated with each stop payment order you give. For information about the fee, please see the Fee Schedule. To stop a recurring payment to a merchant you have preauthorized to debit your Account, you may also contact the merchant to request that the recurring payment be cancelled.
- (2) **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- (3) **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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

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

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

- of the transaction, despite reasonable precautions that we have taken;
- (9) In the case of pre-authorized credits, the data from the third party is not received, is incomplete or erroneous; or
  - (10) For any other exception stated in our Agreement with you.

**f. Authorization Holds**

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Account may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds. You do not have the right to stop payment on an authorized purchase transaction, except as otherwise provided herein. If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier.

**6. CONFIDENTIALITY**

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

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Account for a third party, such as merchant;
- (3) In order to comply with government agency or court orders, or other legal reporting requirements;
- (4) If you give us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (6) As otherwise necessary to fulfill our obligations under this Agreement.

**7. DOCUMENTATION**

**a. Periodic Statements**

You will only be able to review Account transactions and Account statements through the OAC. Since you have consented to receive electronic communications, we will send you an email that your Account statement is available on the OAC, and the Account statement shall be deemed received on the date that it is posted to the OAC.

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

**b. Receipts**

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

**8. LOST OR STOLEN CARDS; UNAUTHORIZED TRANSACTIONS.**

**a. Contact Customer Service Immediately**

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

**b. Your Liability for Unauthorized Transfers**

Tell us AT ONCE if you believe your Card or Access Device has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Calling Customer Service is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within 2 Business Days after you learn of the loss or theft of your Card or Access Device, you can lose no more than \$50 if someone used your Card, Account, or Access Device without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or Access Device, and we can prove we could have stopped someone from using your Card, Account, or Access Device without your permission if you had told us, you could lose as much as \$500. If your Card, or Access Device has been lost or stolen, we will deactivate your Card or Access Device, as applicable, and issue you a new one to keep losses down.

Also, if your statement shows transfers that you did not make, including those made by your Card or other means, tell us at once. If you do not tell us within 60 days after the statement was delivered to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

**c. In case of errors or questions about your Electronic Transfers**

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

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

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

**d. Your Liability for Unauthorized MasterCard Transactions**

Under MasterCard's Zero Liability Policy, your liability for unauthorized transactions using your Card 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.

**9. ADDITIONAL TERMS OF THE AGREEMENT**

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

You will be required to set a Personalized Identification Number ("PIN") once you receive your Physical Card. You can set that PIN by going to the Customer Service website or by calling Customer Service. You should not write or keep your PIN with your Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in this Agreement.

**b. Returns and Refunds**

If you are entitled to a refund for any reason for goods or services purchased with your Account, the return and refund will be handled by the merchant. If the merchant credits your Account, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs. We are not responsible in any way for any goods or services you decide to purchase, including without limitation, their quality, safety, legality or delivery. We will not become involved in any dispute involving such goods or services. You also agree to release us and our respective directors, officers, employees and agents from any and all claims, demands and damages between persons using and accepting the Card associated with your Account, including any claims, demands or damages arising out of or related to the purchase or sale of goods or services.

**c. Card Replacement and Expiration**

If you need to replace your Physical Card for any reason, please visit the Customer Service website or contact Customer Service (fees may apply, see the Fee Schedule). You will be required to provide personal information which may include your Card number, full name, transaction history, and similar information to help us verify your identity. Please see the Fee Schedule for any applicable fees to replace your Card. Please note that your Card has a "Valid Thru" date on the front of the Card. You may not use the Card after the "Valid Thru" date on the front of your Card. You will not be charged a fee for replacement Cards that we send due to expiration of the Card.

**d. Additional Cards/Authorized Users**

The Account may only be owned and titled in the name of one individual. Account ownership is nontransferable. The Account cannot be owned or titled jointly, by an organization, as "Payable on Death" or "In Trust For". You may not permit another person to have access to your Card or Account other than by requesting us to issue an additional Card that will access the funds in your Account to another person. If you do, that person will be an "authorized user" on the Account and will be able to create Card transactions or other transactions that debit the Account, make deposits to the Account and have access to information about the Account and Cards and to engage in transactions through OAC and the Mobile App. If you do provide access to your Card or Account, or authorize us to issue another Card on your Account (if applicable), you are liable for all transactions conducted using the Card and any additional Card or the Account. You are wholly responsible for the use of each Card and Account according to the terms of this Agreement, subject to the terms of this Agreement and applicable law.

**e. Communications**

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



plan provider for communications we send or make to you or that you send or make to us.

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

**f. Change of Address**

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

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

**10. OPTIONAL FEATURES AND SERVICES**

For more information on the following product features or services, contact Customer Service.

**a. Cashback Rewards**

The YourSuccess Bank Account Rewards feature of your Account is an optional program that is administered by Payce; a non-affiliated third party. When enrolling your Card in the YourSuccess Bank Account Rewards Program on the Payce website ([paycepays.com/tfs](http://paycepays.com/tfs)) you will have the opportunity to review the terms and conditions and privacy policy associated with your participation in the program and the use of the Payce website. We strongly encourage you to review and become familiar with those terms and conditions. You have the option to not participate in the YourSuccess Bank Account Rewards program and your decision will not affect any other features or use of your Account. For purposes of clarity, this optional program is not a Pathward product or service, nor is it endorsed or supported by Pathward in any way.

**b. Bill Pay Service Terms**

The following terms ("Bill Pay Terms") govern your access to and use of the bill payment services made available to you with your YourSuccess account through a third-party service provider ("Bill Pay"), the website or telephone services from which you access the Bill Pay Service (collectively, the "Bill Pay Site"), and the data used to process and complete bill payment transactions (the "Data"). By accessing and using the Bill Pay Service, you agree to these Bill Pay Terms and you are solely responsible for compliance with applicable law. You must have given your consent to receive legally required communications or disclosures in electronic form in order to use the Bill Pay service. If you withdraw your consent, you will no longer be able to use the Bill Pay service.

**(1) Usage and Availability.** You agree that you will not provide access to the Bill Pay service to any party other than yourself. You agree to use the Bill Pay service and the Data only for lawful purposes. You agree not to use the Bill Pay service to make payments to billers outside the United States. The availability of the Bill Pay service and the Data may be subject to interruption and delay due to causes beyond our reasonable control. We reserve the right to change the Bill Pay service and these Bill Pay Terms, including fees, in our sole discretion and from time to time, without notice to you except as required by applicable law. If you do not agree to any amendments, you may stop using the Bill Pay service. Your use of the Bill Pay service after you are notified of any change will constitute your agreement to the change. We may suspend, terminate or discontinue the Bill Pay service at any time. The termination of the service shall not affect any fees or charges already due to us from you, including any amounts that may have drawn your Account negative by using the Bill Pay service. Please see the Fee Schedule for any fees applicable to the Bill Pay service.

**(2) Authority to Debit Account.** If you choose to use the Bill Pay service, when you schedule a payment you authorize us to debit funds from your Account on the scheduled payment date and remit funds on your behalf to your designated biller payee in order to make the payment. You agree to have funds available in your Account in amounts sufficient to pay for all bill payments you initiate. You are responsible for paying any negative balance in your Account resulting from bill payments we have made on your behalf, in accordance with the terms of this Agreement. You also authorize us to credit returned or rejected payments from using the Bill Pay service back to your Account.

**(3) Bill Payment Process.**

**(a) How to Set up Biller Payees.** When you access the Bill Pay feature from your online dashboard, you will establish your list of biller payees. You can select billers to pay from a pre-populated list of biller payees. However, we reserve the right, in our sole discretion, to determine billers you may pay using the Bill Pay service, whether or not the

billers appear on the list of biller payees.

(b) **Method of Payment.** Bill payments will be made either electronically or by sending the biller a check drawn on your funds debited from your Account (a Paper Payment<sup>SM</sup>). We will select the method of making bill payments in our sole discretion. Electronic bill payments will normally be posted as a debit from your Account within two (2) business days of the date that the payment is sent to the biller payee. With Paper Payments, funds in the amount of the payment will be placed on hold or withdrawn from your Account on the date you schedule the payment to be sent, regardless of when the Paper Payment is sent or presented for payment. Paper Payments will be issued and sent through a bank other than Pathward. A unique check number will appear on your statement for easy recognition. Paper Payments in the form of checks will expire after 180 days of not being cashed or deposited by the biller, and the funds will be credited back to your account within 2 to 5 days of check expiration. All payments we process for you other than Paper Payments will be processed as electronic funds transfers. Payments to certain billers may only be available by Paper Payments. Please see the fee schedule above for any fees that may apply to your use of the Bill Payment Service.

(c) **Submissions and Timelines.** Bill payments will be processed on the business day you designate the payment to be sent, provided the payment request is received prior to the cut-off time we set, which is currently noon Central Time. Bill payment requests received after the business day cut off time, or at any time on a non-business day, will be processed on the next business day. We reserve the right to change the cut-off time by giving you notice if it changes. Electronic bill payments are normally received by the biller within two (2) business days. We may set an expiration date (usually one hundred eighty (180) days from date of issue) for any Paper Payment we send to a biller. If we do this, we may stop payment of the Paper Payment if the biller does not cash the Paper Payment on or before the expiration date, and if we do so we will issue a credit to your Account for the amount of the Paper Payment.

(d) **Scheduling Bill Payments.** Due to circumstances beyond our control, some billers take longer to process payments than others. You should therefore schedule your bill payments to be sent at least five (5) business days prior to the payment due date reflected on your biller's statement. We suggest scheduling your first bill payment to each biller to be sent eight (8) business days in advance of the payment due date. After your first payment has posted you will have a better understanding of how much time to allow for each biller. If you do not schedule your payment to be sent at least five (5) business days before the payment due date, your bill payment may not reach or be processed by the biller on or before the payment due date.

(e) **Failed Payments.** Failed payments will be credited to your account within 5 business days of the system notification that the payment failed.

(f) **Cancelling or Changing Bill Payments.** If you have scheduled in advance to make bill payments out of your Account, you can cancel or change any of these payments by visiting the Bill Pay Site and cancelling or changing the payment instruction. You must do so three business days before the date you scheduled the bill payments to be sent. You may request a stop payment of a Paper Payment up until the Paper Payment has been presented for payment by calling customer service at 866-357-6095. There is a fee for a stop payment request with a Paper Payment. Please see the Fee Schedule for any fees applicable to stop payment requests.

(g) **Limits.** In addition to any other limits in this Agreement, the following limits apply to Bill Pay transactions:

Bill Pay Limits	Limit	Frequency
Bill Payment per Transaction	\$2,000	

We may set a maximum dollar amount for payment or refuse to permit any payment if we reasonably believe such refusal is necessary or advisable for security reasons.

**4. Prohibited Payments.** You agree not to use the Bill Pay service to make payments to billers outside the United States, tax payments to the Internal Revenue Service or any state or other government agency, or court-ordered payments, such as alimony or child support.

**5. Refusal, Reversal and Return of Payments.** We reserve the right, without liability, to reverse or refuse to make a bill payment if you do not have sufficient funds in your Account to fund the payment, if you fail to comply with these Bill Pay Terms (including, but not limited to, timing requirements for scheduling payments) or if we believe the payment to be prohibited by law. The Bill Pay service may return payments for various reasons, including, but not limited to: (i) the biller or billing account information is not valid; (ii) the biller does not deposit a Paper Payment; (iii) the biller account is paid in full; or (iv) the U.S. Postal Service does not deliver or returns a Paper Payment.

**6. Disclaimer of Warranty.** YOU EXPRESSLY AGREE THAT USE OF THE BILL PAY SERVICE, THE BILL PAY SITE AND THE DATA IS AT YOUR SOLE RISK, AND THE BILL PAY SERVICE, THE BILL PAY SITE, AND THE DATA ARE

PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. Responsibility for Failed, Delayed or Inaccurate Bill Payments.** We are not responsible for any failure to complete or delay in completing any bill payment if (1) your Account does not contain sufficient funds to complete the transaction, (2) the biller rejects or returns the payment for any reason, or a Paper Payment sent to pay a bill is delayed or is never cashed or deposited by the biller payee, (3) the Bill Pay service is unavailable or not working properly, and you know, or we have told you about the problem before the payment is sent, (4) you have provided us with incomplete, incorrect, or outdated information about the biller or account you wish to pay or the amount of the bill, (5) the biller mishandles or delays handling or posting any payment we send, or (6) any other action or omission of a biller. We do not guarantee that any payment will be received by the payment due date, and we are not responsible for any interest, late fees, expenses or other damages you incur due to failed or delayed payments. If a payment fails, it is your responsibility to notify the biller immediately and make the necessary arrangements to reschedule payment. We are not responsible for any bill payments you initiate that are higher or lower in amount than your actual bill. If you make an overpayment that causes a credit to an account with your biller, you will be responsible to make appropriate arrangements with the biller to receive a refund of the credit or have it applied against future balances. If you underpay a biller you are responsible for resolving the issue with the biller on your own, which may involve your making a separate bill payment for the remaining balance of your bill.

WE WILL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE LOSSES, DAMAGES, OR EXPENSES IN CONNECTION WITH THESE BILL PAY TERMS OR THE BILL PAY SERVICE, EVEN IF WE HAVE KNOWLEDGE OF THE POSSIBILITY OF THEM. ADDITIONALLY, WE ARE NOT RESPONSIBLE FOR ANY LOSSES, ERRORS, INJURIES, EXPENSES, CLAIMS, ATTORNEY'S FEES, INTEREST OR OTHER DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL, CAUSED BY THE BILL PAY SERVICE.

**8. Indemnity.** You agree to defend, indemnify and hold us and our officers, employees, directors, suppliers, agents and service providers harmless from and against any third-party claims, including any damages, costs, expenses and attorneys' fees arising out of your negligent use of the Bill Pay service or the Bill Pay Site, or your failure to comply with applicable law or these Bill Pay Terms.

## **11. LEGAL NOTICES**

### **a. English Language Controls**

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

### **b. Account Closure**

You may close your Account by contacting Customer Service. Your request for Account closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Account be closed, we will issue you a credit for any remaining balance on your Account, subject to any fees (see your Fee Schedule for applicable fees, if any). We reserve the right to close your Account should you complete or attempt to complete any of the prohibited actions in this Agreement. We may close your Account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obligated to do so unless required by law. If we close your Account, we will, unless otherwise required by law, send you a check for your final balance, if any, minus any applicable Account fees and charges. If your Account balance is insufficient to pay applicable Account fees and charges owed to us, you will continue to be liable to us for the unpaid amount until it is paid in full. Your obligations for transactions conducted prior to Account closure will survive the closure of the Account.

### **c. Disclaimer of Warranties**

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

### **d. Assignability**

You may not assign or transfer your Account or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Account. If we assign our rights, you will get a notification from us.

**e. Amendment and Cancellation**

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

**f. Legal Process**

Your Account is established and maintained at our main office in Sioux Falls, South Dakota. We will comply with all applicable law in connection with any legal process validly served upon us in connection with the Account including, but not limited to, garnishments, restraints, seizure notices, subpoenas, and similar legal process. Unless required by applicable state or federal law, we will not assert any claims of exemption on your behalf. You agree that we will have no liability to you in the event we properly comply with any such valid Legal Process.

**g. Other Terms**

We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement is governed by the law of the state of South Dakota except to the extent governed by federal law. Should your Account have a remaining balance after a certain period of time, we may be required to remit the remaining funds to the appropriate state agency. This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter addressed herein, and supersedes any prior contemporaneous understandings or agreements with respect to such subject matter.

**12. JURY TRIAL WAIVER**

**YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE DISPUTE CLAUSE SET FORTH IN THE FOLLOWING SECTION, IF APPLICABLE, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.**

**13. 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, N.A., 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.
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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 acquire the Account. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card or Account number. State that you "opt out" of the Arbitration Clause. 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 Account 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. <b>However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.</b>
Who handles the arbitration?	Usually AAA or JAMS	<p>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:</p> <ul style="list-style-type: none"> <li>• The American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, New York, NY 10271, <a href="http://www.adr.org">www.adr.org</a>.</li> <li>• JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, <a href="http://www.jamsadr.com">www.jamsadr.com</a></li> <li>• Any other company picked by agreement of the parties.</li> </ul> <p>If all the above options are unavailable, a court 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.</p>

Can Disputes be litigated?	Sometimes	<p>Either party may bring a lawsuit if the other party does not demand arbitration. Also, any individual claim(s) by you or us in which the amount in controversy (exclusive of attorneys' fees and costs if applicable law so provides) is properly within the jurisdiction of a small-claims court may be removed to small-claims court at the election of the opposing party by providing notice within 21 days of receiving the arbitration demand from the other party; however, if that action is transferred, removed or appealed to a different court, a party may elect arbitration.</p> <p>Even if all parties have opted to litigate a Dispute in court, you or we may elect arbitration with respect to any Dispute made by a new party or any Dispute later asserted by a party in that lawsuit or in any related or unrelated lawsuit (including a Dispute initially asserted on an individual basis but modified to be asserted on a class, representative, or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Clause.</p>
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Are you and we giving up any rights?	Yes	<p>For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to:</p> <ol style="list-style-type: none"> <li>1. Have juries decide Disputes.</li> <li>2. Have courts, other than small-claims courts, decide Disputes.</li> <li>3. Serve as a private attorney general or in a representative capacity in court or in arbitration.</li> <li>4. Join a Dispute that you, we, or Related Parties have with a dispute that others have.</li> <li>5. Bring or be a class member in a class action in court or in a class arbitration.</li> </ol> <p>The Arbitrator shall have no authority to conduct any arbitration inconsistent with this section or to issue any relief that applies to any person or entity except you or us or Related Parties individually.</p>
Can you or another consumer start a class arbitration?	No	<p><b>The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis.</b> All Disputes subject to this Arbitration Clause must be decided in an <b>individual</b> arbitration or an <b>individual</b> small-claims action. You may not pursue any type of collective action or class action against us in arbitration.</p>
What law applies?	The Federal Arbitration Act ("FAA")	<p>This Agreement and the Account involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. 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</p> <p>Arbitration Clause and the administrator's rules or the Agreement, this Arbitration Clause will govern.</p>

Will anything I do make this Arbitration Clause ineffective?	No	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).
<b>Process.</b>		

What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	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 or Account number or identification 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.
<b>Arbitration Fees and Awards.</b>		
Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees, and ask us to pay. We will always pay amounts required under applicable law or the administrator's rules.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for Bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator within 14 days of the ruling. The Arbitrator will determine whether to grant such request.



<p>What happens if a part of this Arbitration Clause cannot be enforced?</p>	<p>It depends</p>	<p>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.</p>
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# FACTS

Rev. 06/22

## WHAT DO PATHWARD FINANCIAL, INC. AND PATHWARD, NATIONAL ASSOCIATION DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and transaction history
- Credit history and assets

When you are *no longer* our customer, we continue to share your information as described in this notice.

### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Pathward Financial, Inc. and Pathward, National Association choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Pathward share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We do not share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We do not share
<b>For our affiliates to market to you</b>	No	We do not share
<b>For nonaffiliates to market to you</b>	No	We do not share

### Questions?

Call 833-898-0023 or go to [www.pathwardprivacypolicy.com](http://www.pathwardprivacypolicy.com)

## Who we are

<b>Who is providing this notice?</b>	Pathward Financial, Inc., and Pathward, National Association (together, "Pathward").
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## What we do

<b>How does Pathward protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate
<b>How does Pathward collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ Open an account or apply for a loan</li> <li>■ Make deposits or withdrawals from your account or provide account information</li> <li>■ Make a wire transfer</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>■ Sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ Affiliates from using your information to market to you</li> <li>■ Sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## Definitions

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Pathward does not share with affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Pathward does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partner(s) include nonaffiliated financial companies that we may partner with to jointly market financial products or services to you.</i></li> </ul>

## Other important information

**For California and Vermont Residents:** We will not share personal information we collect about you with affiliated and nonaffiliated third parties, except as permitted by law, including, for example, for our own marketing purposes, our everyday business purposes, or with your consent.

**For Vermont Residents:** We will not share your credit information or information about your creditworthiness, transactions, or experience, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**For Nevada Residents:** We are providing you this notice under state law. You may be placed on our internal Do Not Call List by contacting the Privacy Department and requesting an Opt Out of Marketing. If you would like more information about our telemarketing practices and the Nevada Law, you may contact us at Pathward, N.A., Attn: Privacy Department, 5501 S. Broadband Lane, Sioux Falls, South Dakota 57108, and phone number: 833-898-0023. For more information on this law, you may contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Ave., Suite 3900, Las Vegas, NV 89101; phone number: 702.486.3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov).