

Flare Account®  
Deposit Account Agreement

TABLE OF CONTENTS

Fee Schedule

Customer Service Contact Information

Important Notices

1. Definitions
2. About Your Account
3. Getting Started
4. Account Funds
5. Using Your Account
6. Confidentiality
7. Documentation
8. Truth-In-Savings Disclosures
9. Lost Or Stolen Cards; Unauthorized Transactions
- 10.Additional Terms of the Agreement
11. Optional Features & Services
- 12.Legal Notices
- 13.Delivery of Electronic Communications
- 14.Jury Trial Waiver
- 15.Arbitration Clause

Fee Schedule

Retail Application Processing Fee	\$3.00
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Monthly Fees

Monthly Fee	<div>\$9.95</div> <div>Standard monthly service fee for accounts that do not receive the qualifying direct deposits for the lower \$5.00 Monthly Fee (see below).</div>
	<div>\$5.00</div> <div>Monthly service fee for accounts that receive Direct Deposit(s) totaling at least \$500.00 in one (1) calendar month. Upon qualifying, your Monthly Fee will be lowered to \$5.00. Subsequent Direct Deposits are not required to keep the lower Monthly Fee.</div>

## ATM Fees

(The institution that owns the terminal (or network) may assess a fee (surcharge) at the time of your transaction.)

ATM Cash Withdrawal Fee	<div>\$3.00</div> <div>For each withdrawal conducted at a domestic or international ATM. You may also be charged a fee by the ATM operator.</div>
ATM Balance Inquiry and ATM Transaction Decline Fee	<div>\$1.50</div> <div>Per ATM balance inquiry or declined ATM withdrawal transaction at a domestic or international ATM. You may also be charged a fee by the ATM operator.</div>



TIP TO AVOID ATM FEES

Select “DEBIT” and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores. You can check your balance for no fee via the OAC or Mobile App.

## Optional Debit Card Overdraft Service

This optional service has Accountholder activation and eligibility requirements.

Overdraft Fee	<div>\$20</div> <div>Per transaction.</div>
Maximum number of Overdraft Fees per calendar month	<div>5</div>
Overdraft Fee threshold	<div><div>\$10</div><div>Once an Overdraft transaction is settled, and it creates a negative Actual Balance greater than ten dollars (\$10), you will have twenty-four (24) hours to add sufficient funds to your Account to bring your Account back to a zero or positive Actual Balance to avoid incurring any Overdraft Fee(s).</div></div> <div>Please see your Deposit Account Agreement for additional information on avoiding Overdraft Fee(s).</div>

## Additional Account Support

Over-the-Counter Cash Withdrawal Fee at a Financial Institution	<div>3%</div> <div>Fee applies per withdrawal and is in addition to any Foreign Transaction Fee (if any) at a bank location. A fee may also be assessed by a financial institution that is not a member financial institution (e.g., Visa or Mastercard).</div>
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Over-the-Counter Cash Withdrawal Fee at a Netspend Network location	Fees are determined and assessed by third parties and not the Bank. Fees, limits, and service availability vary by location. Visit your OAC for details.
Money Transfer Service Fee	<b>\$3.00 per transaction of \$20.00 or more; \$1.50 per transaction of under \$20.00</b>  Per any outgoing money transfer from your Account initiated through a third-party service such as Venmo, CashApp, Paypal, WesternUnion or other similar money transfer services. The service provide may charge additional fees.
Additional Statement Mailing Fee	<b>\$5.00</b>  Per statement requested. No fee to view, print, or download your statement via the OAC or Mobile App.
Additional or Replacement Cards	<b>\$3.00</b>  Per additional Card or replacement Card requested for lost, stolen, or damaged Cards.
Expedited Card Delivery Fee (1-2 Business Day Delivery) and Return of Funds Check Fee	<b>\$20.00</b>  Expedited Card Delivery Fee is charged in addition to Replacement or Additional Card Fees when this service is requested. No fee for standard delivery. Return of Funds Check Mailing Fee is charged per check requested for the return of funds at Account closure.
Decline Fee - ACH debit or preauthorized payment transactions	<b>\$1.50</b>  Per declined ACH debit or preauthorized payment transaction. This fee will be assessed for each unpaid transaction, including multiple times for the same transaction if a merchant submits it multiple times for payment. Avoid this fee by keeping track of your balance via the OAC or Mobile App, or by enrolling in Anytime Alerts. Limit of 5 fees per month.
Foreign Transaction Fee	<b>4%</b>  4.00% fee assessed on all purchase transactions and cash withdrawals conducted outside of the U.S. or in a currency other than U.S. dollars, and is based on U.S. dollar amount of the transaction. Fee may be assessed for transactions conducted in U.S. territories.  For cash withdrawal transactions, the surcharge is in addition to the ATM Cash Withdrawal Fee – International.

Funds Transfer Fee	Visit your OAC or Mobile App for a full range of transfer options between your Account and another account or third party. Depending on the transfer service you select, a fee may be assessed to your Account or to the transferor. The fee may be determined by a variety of factors set by the service provider, such as speed, amount, or destination. Some of the fees are assessed by third parties or the originating Bank, and are not assessed by Bank.
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## Dispute Resolution

<p>If you have questions or would like additional information</p> <p>Please visit the OAC or call us at 1-866-753-6355. We will be happy to assist you. In addition, the Deposit Account Agreement governs the terms and conditions of Account(s) with us. Please refer to the Agreement for complete Account details.</p>
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## Customer Service Contact Information

By Telephone	1-866-753-6355	Live Agent Hours: Monday-Friday 8 a.m. to 10 p.m. CT;  Saturday-Sunday 8 a.m. to 8 p.m. CT
		The Telephone Automated Service is available twenty-four (24) hours a day.
By Mail	Ouro, P.O. Box 2136, Austin, Texas 78768-2136	
By Website	www.flareaccount.com	Visit your Online Account Center or Mobile App for more information about your Account and the services available to you.

## Important Notices

1. Please read carefully. This Agreement contains an arbitration provision requiring all claims to be resolved by way of binding arbitration.
2. Always know the exact dollar amount available in your Account. Merchants may not have access to determine the Account Balance.
3. By opening, maintaining, funding, or applying for this Account, you agree to be bound by the terms and conditions contained in this Agreement. This Agreement incorporates the following disclosures: (1) the Fee Schedule; (2) our Privacy Policy; and (3) any additional disclosures regarding your Account and/or related features or services that the Bank may provide to you from time to time.
4. As explained in further detail in the electronic signatures in global and national commerce act (“e-sign”) disclosure, authorization to electronically receive any and all communications or disclosures related to your account and any related products and services is



optional for this product (but maybe required to access the full compliment of services and related products for which you may be eligible). Visit your online account center for additional information and instructions to consent to e-sign.

5. We may close the Account at any time, with or without cause (see the section labeled “Account Closure,” below, for more information).

This consumer Deposit Account Agreement (“**Agreement**”) sets forth the terms and conditions that govern your Flare 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. “**Ouro**” refers to **Ouro Global Inc.**, which 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.

“**Account Opening Date**” means the date that you have completed the steps necessary to open and use 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, and is shown as “Balance” in the Online Account Center And Mobile App. Your Actual Balance may be different than your Available Balance.

“**Annual Period**” is a recurring twelve (12) month period that ends on the anniversary of your Account Opening Date and that determines whether you have met the annual Overdraft Fee cap (e.g., If your Account Opening Date is January 1, 2021, your Annual Period ends on December 31, 2021 and resets on January 1, 2022). The Account Opening Date is provided on the Overdraft Service page in the OAC and Mobile App for reference. See the section labeled “*Optional Features and Services*” for the Overdraft Service eligibility requirements.

“**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; and 4) our receipt of legal process relating to your Account.

“**Business Day**” means any day of the week that is not a Saturday, Sunday, or federal holiday. Any references to “days” found in this

Agreement means calendar days unless indicated otherwise. Non-Business Days are considered part of the following Business Day.

**“Card”** means the debit card that may be used as an Access Device for the funds deposited in your Account as further described in the section below labeled *“Using Your Account.”*

**“Cash Transfer”** means a transfer of funds sent to the Bank for deposit into your Account or a request sent to the Bank for withdrawal of funds from your Account initiated by you using a money transmission service provider.

**“Communications”** means all communications or disclosures that we are legally required to provide to you in writing in connection with your Flare Account and any related products and services.

**“Customer Service”** means the Customer Service we make available for your Account, available at the address, website, and phone number listed in the section labeled *“Customer Service Contact Information.”*

**“Digital Card”** (as further described in the section labeled “Digital Card”) means an Access Device issued to you by the Bank that may be used when connecting your Account to a third-party digital wallet.

**“Direct Deposit”** means an ACH credit intended for, or posted to, your Account. A Direct Deposit may include payroll, pension, state, or federal payments (including Social Security benefits), from your employer or other originator.

**“EFT”** means electronic funds transfer transactions.

**“Fee Schedule”** refers to the document listing fees applicable to your Account, which is attached to this Agreement as amended from time to time.

**“Financial Service”** means your Account or any financial product or service made available by us through the OAC or Mobile App or otherwise in connection with your Account.

**“Funds Availability Policy”** means the Funds Availability Policy set forth below.

**“Item”** means service charges, electronic items or transactions, drafts, preauthorized payments, automatic transfers, telephone-initiated transfers, ACH transactions, online banking transfers, adjustments, and any other instruments or instructions for the payment, transfer, or withdrawal of funds.

**“Mobile App”** means the Mobile Application made available to you by the Bank or its service provider through which you may obtain information regarding, and otherwise manage, your Account. Please note: Message and data charges may apply from your wireless service provider when using the Mobile App.

**“Online Account Center”** or **“OAC”** means the website listed above under the Customer Service contact information and through which you may obtain information regarding, and otherwise manage, your Account.

**“Password”** means the password associated with your User Name that you use to access the OAC and/or Mobile App.

**“Personalized Card”** means a Card that has been personalized with your name.

**“PIN”** means a Personal Identification Number used in connection with your Card to conduct Account transactions, as further described in the section below labeled *“Using Your Account.”*

**“Retail Location”** means participating Ace Cash Express locations, which are operated and serviced independently of Pathward, N.A., and Ouro.

**“Temporary Card”** means a Card that is non-personalized and provides limited access to the Account. For example, additional identity verification may be required if your Personalized Card has not been activated.

**“User Name”** means the user name that you establish to access the OAC and/or Mobile App.

**“Virtual Card”** (as further described in the section labeled “Virtual Card”) means a temporary Access Device issued to you by Bank that you may use to access your Account for telephone or online transactions, without needing to present your Card.

## 2. About Your Account

Your Account is a demand deposit account (“DDA”). Transfers made to or from the Account may be made electronically or through other methods made available by us. The Account is not a prepaid account or a credit product. You will not receive any interest on your 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. When we receive funds that you deposit to your Account, the funds are insured by the Federal Deposit Insurance Corporation (“FDIC”), subject to applicable limitations and restrictions of such insurance.

Once you fund your Account, you will be able to provide Pathward, N.A., with instructions about the funds accessible through your Account. Your funding or use of your Account authorizes us to hold your funds at Pathward, N.A., or act as your custodian to place your funds at one or more participating FDIC-insured banks (each a “Program Bank”). Visit our website at [www.Pathward.com/programbanks](http://www.Pathward.com/programbanks) to find the most up-to-date list of Program Banks. If you do not agree to Pathward, N.A., 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, N.A., 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 in direct deposits held by you or for you with Pathward, N.A., 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>. You may not use your Account for any illegal transactions or any activity prohibited by this Agreement.

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

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

## 3. Getting Started

### Verification Process

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**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.

**What this means for you:** When you open an Account, we will ask for your name, street address, date of birth, government ID 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 documents at any time.

Accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. We may validate the information you provide to us to ensure we have a reasonable belief of your identity. If we are unable to verify your identity to our satisfaction, we will not open your Account or we may provide you a Conditional-Use Account or close the Account if it was previously funded. 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.

**Eligibility and Activation:** To be eligible to use and open 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; and (iii) you have read this Agreement and agree to be bound by, and comply with, its terms.

**Card Activation.** In order to open an Account, you must provide all of the personal and financial information required and pass the mandatory identity verification described above. In addition, to use the Card you receive from us in connection with your Account, you must activate the Card by calling **1-866-753-6355**, visiting [www.flareaccount.com](http://www.flareaccount.com), or using the Mobile App, or visiting a Retail Location. You will select a PIN when you activate your Card.

**Retail Locations.** If you acquired your Account through a participating Retail Location, the Retail Location will distribute all required Account disclosures, including this Agreement and a Temporary Card, and will collect the personal and financial information required for us to attempt to verify your identity. If we are unable to verify your identity to our satisfaction, we will not open your Account with full functionality, but you may have a Conditional-Use Account as provided below. As more fully described below, if we partially verify your identity at a Retail Location, you will be required to contact our Customer Service at 1-866-753-6355, where you can verify your identity by answering questions. We may require you to provide identification documents for review to complete the identity verification process.

**Fully Verified Identity:** If we fully verify your identity and activate your Temporary Card at the Retail Location, you will have full use of your Account and Temporary Card. Please note: We will mail you a Personalized Card, which you should activate immediately upon receipt.

**Partially Verified Identity:** If we cannot fully verify your identity at the Retail Location, you will be limited to one initial Cash Transfer at the Retail Location in an amount not to exceed one thousand dollars (\$1,000.00). In order to gain full use of your Account, you must contact Customer Service to resolve any identity verification issues.

- If you successfully complete the Account registration process online, resolve the identity verification issues, and activate your Temporary Card, you will have full use of your Account. In addition, we will mail you a Personalized Card, which you should activate immediately upon receipt.
- If you are unable to resolve the identity verification issues, we may allow you to use your Temporary Card to access your Account on a restricted basis (“Conditional-Use Account”) for thirty (30) days following completion of the Account registration process at the Retail Location and activation of your Temporary Card. See “Conditional-Use Account Restrictions” below for details.

**Conditional-Use Account Restrictions:** If you have a Conditional-Use Account, you will have the following restrictions for thirty (30) days following completion of the Account registration process.

**Account Limits:** No additional funds may be added to the Conditional-Use Account outside of your initial cash transfer at the Retail Location of up to one thousand dollars (\$1,000.00).

**Account and Card Use Restrictions:**

With a Conditional-Use Account, you will be permitted to use your Temporary Card to:

- Conduct in-person domestic (U.S.) signature- and PIN-based transactions with your Card.

With a Conditional-Use Account, you will not be permitted to use your Account information, Card, or Temporary Card to:

- Conduct ATM withdrawals.
- Conduct Over-the-Counter Withdrawals at a Financial Institution with your Card
- Conduct Account-to-Account transfers.
- Conduct any recurring payments with your Card, Card Number, or Account number.
- Conduct card-not-present transactions, including online or telephone transactions.
- Conduct any international transactions.
- Conduct Account-to-Account Transfers.
- Conduct any recurring payments with your Card, Card Number, or Account number
- Add any additional funds to your Conditional-Use Account, irrespective of source or type.
- Enroll in Debit Card Overdraft Services, Purchase Cushion, a Savings Account, or any transfer feature available to customers with an Account.

If you resolve your identity verification issues before your Conditional-Use Account expires, full use of your Account will be restored and your restrictions will be lifted. However, once your Conditional-Use Account expires, you must call Customer Service to request a return of funds check for any remaining funds on the Conditional-Use Account.

# 4. Account Funds

## Deposits

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Deposits may be made only in the form and manner we permit in our sole discretion. We may, in 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 in the “Funds Availability Policy” section. Cash Transfers to your Account will not be FDIC insured until we receive the funds even if we make the funds available to you prior

to receipt as described below. YOU CANNOT MAKE ANY KIND OF DEPOSIT THROUGH ANY ATM.

Limits

The following limits apply to deposits and transfers to your Account. Available Deposit Methods and limits are subject to verification of our identity (see the section labeled “Getting Started” for details):

Deposit Method	Limit	Frequency
Initial deposit for a Partially Verified Account <i>(see Section 3)</i>	\$1,000	One time.
Direct Deposit or ACH transfers (including preauthorized recurring transfers) from another financial institution	No limit <i>(Manual review may be conducted on deposits exceeding \$15,000.)</i>	None
Cash Transfers sent to us through the Netspend Network	\$7,500 per transaction	None
	\$7,500 per day	None
	\$15,000 per 30-day period	None.
Funds transmitted to us through eligible third-party money transmission service providers or other third party seeking to transfer funds to your Account.	Limit and frequency of deposits varies based on service selected; please see third-party service terms and conditions for limits specific to the service selected.	

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

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

We may, through the OAC, Mobile App, or otherwise, offer you additional ways to transfer funds to your Account from time to time, and any terms, fees, or limits applicable to any of these methods will be disclosed to you at the time they are offered to you.

Funds Availability Policy

The availability of your deposit varies, depending on the type of deposit, and is explained below. Availability or use of funds deposited



to the Account may be delayed or denied in the event of technology malfunctions or pursuant to our compliance with or discharge of legal or regulatory responsibilities, or as otherwise provided in this Agreement.

We may accept, pay, certify, or charge Items to your Account in the order we choose. Even if we provisionally post Items to your Account during the day, we may treat them as if we received all of them at the end of the day.

Generally, your deposits and withdrawals are processed as follows:

Unless manual review is needed, Direct Deposits and any other ACH credits are added to your Available and Actual 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. 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.

ACH debits are deducted from your Available and Actual Balance in the order of lowest to highest dollar amount if multiple ACH debits with the same effective date are present in a single ACH file that we process or if multiple ACH debits are received with an effective date in the future. ACH debits that exceed your Actual Balance at 8:00 p.m. Central Time will be returned.

Transactions received during the day are processed as they occur. PIN or signature debit card transactions, including any applicable transaction fees, received during the day are debited from your Available Balance as they occur if there is a sufficient Available Balance in the Account to pay them.

**Please note: Your Available Balance may not reflect every transaction you have initiated or previously authorized (e.g., preauthorized debit transaction holds that are later released). Your Actual Balance reflects all transactions that have settled.**

Fees for services we provide that have not already been debited from your Account are deducted from your Available and Actual Balance.

**Funds sent to us through eligible third-party service providers offering funds transfer services or Cash Transfer services (i.e., retail reload).** Generally, funds that we receive from you through one of these eligible third-party service providers will be available to you within one (1) hour from the time we receive and process them from the third-party service provider. Please see the applicable third-party service provider's terms of service for information about their processing and transmission timeframes.

**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.

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. If you have arranged to have Direct Deposits made to your Account, you may call us at 1-866-647-6929 to find out whether or not the deposit has been made. There may be a fee associated with calling Customer Service. For information about the fee, see the Fee Schedule above.

# 5. Using Your Account

## Accessing Funds and Limitations

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

**ACH Transfers.** You may provide another party the ability to initiate transfers to or from your Account (on a one-time or recurring basis) through an ACH transaction. If you authorize the party initiating the withdrawal or deposit with advance authorization to make recurring ACH transfers to or from your Account, the transfers are referred to as “preauthorized transfers.”

**Preauthorized Credits/Debits.** We accept, on your behalf, preauthorized credits and debits to your Account. You may also arrange for recurring payments to merchants and other parties using bill pay services made available through eligible third-party bill payment service providers. We may conduct these transactions via ACH transfer. Each of these services has unique fees associated with the transaction – please see the Fee Schedule above. When you provide the party initiating the withdrawal or deposit with advance authorization to make recurring ACH transfers to or from your Account, the transfers are referred to as “**preauthorized transfers.**” Because these preauthorized transfers are performed electronically through the ACH, they are governed by federal regulations pertaining to EFT services. These regulations entitle you to certain benefits

and protections in connection with the EFT services, such as the right to receive a copy of your written authorization to debit your Account from the party that obtains it.

**Card Transactions.** Any Card issued by us to you remains our property and must be surrendered upon demand. To guard against someone initiating a transaction that you have not authorized, you must take all reasonable precautions to prevent any other person from learning your PIN. If you permit or authorize another person or entity to use your Card or PIN, you may be liable for all resulting transactions and fees incurred. You must notify us to revoke permission for any person or entity you previously authorized to use your Card, Card Number, or PIN. If you notify us to cancel another's use of your Card, Card Number, or PIN, we may cancel your Card and issue a new Card to you with a different number.

**Cash Access.** With your PIN, you may use your Card to obtain cash from any ATM or any Point-of-Sale ("**POS**") device, 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 Available Balance through certain ATMs. A fee may be associated with the use of your Card to obtain cash or Available Balance information. For information about these fees, please see the Fee Schedule above. 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 Available Balance information through an ATM, please note that the Available Balance information provided may not reflect recent transactions and may include funds that are not available for immediate withdrawal.

**Purchase Transactions.** 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. If you do not have enough funds available in your Account to cover the total amount of a purchase transaction, you can instruct the merchant to charge a part of the purchase to your Card and pay the remaining amount with cash or another payment method. These transactions are called "split transactions." Some merchants do not allow customers to conduct split transactions. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in your Account to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

If you use your Card at a restaurant, a hotel, for a car rental purchase,



or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorized amount will result in the placement of 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 preauthorized amount on hold will be removed. If we do not receive the final payment amount, the preauthorized amount on hold will remain in place for thirty (30) days. During a hold period, you will not have access to the preauthorized amount. You do not have the right to stop payment on any purchase or payment transaction initiated by use of your Card, except as otherwise permitted in this Agreement. If you authorize a transaction and then fail to complete the transaction, the approval may result in a hold. If you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may preauthorize the transaction amount up to \$100 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier.

If you are entitled to a refund for any reason for goods or services obtained with your Card or Account, you agree to accept credits to your Account for such refunds and agree to the refund policy of the relevant merchant. Merchant refunds in an amount the same as or less than the amount of the corresponding debit will post to your Account when they are received. We have no control over when a merchant sends a refund transaction; there may be a delay between the date of the refund transaction and the date the refund amount is credited to your Account. 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. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must attempt to handle it directly with the merchant. 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.

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 Cards issued to you, including any claims, demands, or damages arising out of or related to the purchase or sale of goods or services.

**Transfers to Your Other Accounts.** You may transfer funds to an optional linked Savings Account (“**Savings Account**”). Separate terms and conditions apply to the Savings Account; see the OAC or Mobile App for additional information. You may also direct that funds be transferred from your Account to other accounts you own and hold with us or certain other financial institutions by using a transfer option available in the OAC or Mobile App; see the OAC or Mobile App for additional information.

**Transfers to Third Parties.** You may transfer funds from your Account to third-party accounts or persons by using a transfer option available in the OAC or Mobile App. Once the transfer has occurred, it is irrevocable.

Limits

The following limits apply to transactions on your Account:

Spend Method	Limit	Frequency
Point-of-Sale Purchase Transactions <i>(PIN-based or Signature-based)</i>	\$5,000 per transaction	None
Cash Withdrawals at a Financial Institution <i>(OTC Cash Withdrawal)</i>	\$5,000 per transaction	None
ATM Cash Withdrawals <i>(domestic or international)</i>	\$400 per transaction	None
	\$1,000 per day	None
Account-to-Account Transfers <i>(transferring funds between your Card Account and another account managed by Ouro)</i>	\$1,500 per day	Maximum four (4) per day.
	\$2,500 per week	Per rolling seven (7) day period, incoming or outgoing; maximum of ten (10) transfers.
	\$3,500 per month	Per rolling thirty (30) day period, incoming or outgoing; maximum of forty (40) transfers.
Funds transmitted to a third party (person or account) electronically by an eligible third-party money transmission service provider (e.g., a non-ACH transfer through a third-party service provider)	Limit and frequency of deposits varies based on service selected; please see third-party service or third-party financial institution terms and conditions for limits specific to the service selected.	
Preauthorized Debits to a third party (person or service provider)	Limit and frequency of deposits varies based on service selected; please see third-party service or third-party financial institution terms and conditions for limits specific to the service selected.	

Foreign Transactions

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

# Preauthorized Transfers

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**Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here’s how: Call or write us with the Customer Service information above in time for us to receive your request at least three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments. There may be a fee associated with each stop payment order you give. For information about the fee, please see the Fee Schedule. To stop a recurring payment to a merchant you have preauthorized to debit your Account, you may also contact the merchant to request that the recurring payment be cancelled. If you have arranged for recurring payments to a merchant using the bill pay services available through an eligible third-party service provider, you should first contact the applicable third-party service provider to cancel the recurring payment.

**Notice of varying amounts.** If these regular payments 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.

**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.

## Our Liability for Failure to Complete Transactions

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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, PIN, or other Access Device lost or stolen;
6. If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
7. If we have reason to believe the requested transaction is unauthorized;
8. If circumstances beyond our control (such as fire, flood, or computer or communications failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;



9. In the case of preauthorized credits, the data from the third party is not received, is incomplete, or is erroneous; or
10. For any other exception stated in our Agreement with you.

## 6. Confidentiality

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

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

## 7. Documentation

### Periodic Statements

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You will be able to review Account transactions and Account statements through the OAC. If you have consented to receive electronic Communications (see Section 11 below for information), 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. **Paper statements will only be sent to you if you have not consented to receive electronic Communications.**

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 sending paper statements (see the “Unclaimed Property – Accounts Presumed Dormant or Abandoned” section for more details on inactive Accounts).

### Receipts

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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. Truth-In-Savings Disclosures

**Rate Information:** There is no interest rate on your Account, and your annual percentage yield is zero (0%).

### Balance Information

**Minimum Balance Requirements:** No minimum balance is required to open or maintain an Account, avoid the imposition of

any fees, or obtain the disclosed annual percentage yield.

**Fees:** Fees apply to this Account. Please refer to the Fee Schedule at the start of this Agreement for a complete listing of the fees applicable to this Account.

## 9. Lost or Stolen Cards; Unauthorized Transactions

### Contact Customer Service Immediately

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If you believe your Card, PIN, 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.

### Your Liability for Unauthorized Transfers

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Tell us AT ONCE if you believe your Card or Access Device has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission. Calling Customer Service is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within 2 Business Days after you learn of the loss or theft of your Card or Access Device, you can lose no more than \$50 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, PIN, 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 FIRST Account statement on which the transfer appeared was sent (or delivered through the OAC or Mobile App), 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.

### In case of errors or questions about your Electronic Transfers

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Call Customer Service, write to Customer Service, or email us at [customerservice@netspend.com](mailto:customerservice@netspend.com) as soon as you can if you think your Account statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent (or delivered through the OAC or Mobile App) you the first statement on which the problem or error appears. 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.

**Your Liability for Unauthorized Visa or Mastercard Transactions**

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If your Card bears the Mastercard acceptance mark, under Mastercard’s Zero Liability Policy, your liability for unauthorized transactions using your Card is \$0 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.

If your Card bears the Visa acceptance mark, under Visa’s Zero Liability Policy, your liability for unauthorized transactions on using your Card is \$0 if you notify us immediately and are not 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.

**10. Additional Terms Of The Agreement**

**Personal Identification Number (“PIN”)**

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You will select a Personalized Identification Number (“PIN”) when you activate your Card. You should not write or keep your PIN with your Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in this Agreement.

**Card Replacement and Expiration**

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If you need to replace your Card for any reason, please contact Customer Service (fees may apply; see the Fee Schedule). You will be required to provide personal information which may include your Card Number, full name, transaction history, and similar information to help us verify your identity. Please see the Fee Schedule for any applicable fees to replace your Card. Please note that your Card has a “Valid Thru” date on the front of the Card. You may not use the Card



after the “Valid Thru” date on the front of your Card. You will not be charged a fee for replacement Cards that we send due to expiration of the Card.

### **Additional Cards/Authorized Users**

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

### **Communications**

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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.

### **Change of Address**

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You are responsible for notifying us immediately upon any change to your address or email address. If your address changes to a non-U.S. address, we may close your Account and return funds to you in accordance with this Agreement. You are responsible for notifying us of any change in your physical address, mailing address, email address, phone number, or your name, no later than two (2) weeks after said change. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. YOU AGREE THAT ANY NOTICE OR COMMUNICATION SENT TO YOU AT AN ADDRESS NOTED IN OUR RECORDS SHALL BE EFFECTIVE UNLESS WE HAVE RECEIVED AN ADDRESS CHANGE NOTICE FROM YOU WITH REASONABLE TIME TO ACT UPON IT.

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

**Unclaimed Property:** Accounts Presumed Inactive or Abandoned. 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. Your Account is dormant if your Account has not had any activity, that is, no purchases; no cash withdrawals; no deposits; or no balance inquiry fees, for three hundred sixty-five (365) consecutive days. We may transfer (escheat) your property to the appropriate state if no activity occurs in the Account or you fail to communicate with us regarding your Account within the time period specified by state law.

We may consider an Account inactive even if you maintain another active account with us. We may impose a fee for sending a dormant Account notice to you prior to transferring the funds to the state. If funds are transferred to the state, you may file a claim with the state to recover the funds. We will have no further liability to you for such funds. When the funds in your Account are delivered to the state, your Account is closed. We encourage you to make sure your Account remains active, so you have full use of your Account, and avoid the potential of having your Account funds transferred to the state as “abandoned or unclaimed property.”

# 11. Optional Features and Services

## Purchase Cushion

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**The Purchase Cushion is a special feature available exclusively to Accountholders who have received qualifying Direct Deposits of paychecks and/or government benefits payments totaling at least five hundred dollars (\$500) within one (1) calendar month. If you have these qualifying Direct Deposits, the Purchase Cushion feature will be available for as long as the Account remains open and in good standing. Qualifying for Purchase Cushion is a one-time requirement.**

WHAT YOU NEED TO KNOW ABOUT PURCHASE CUSHION  
You generally do not have the right to make transactions or incur fees in amounts exceeding the Available Balance of your Account. We reserve the right to deny any transaction if available funds in your Account are insufficient to cover any transaction, fees, or other charges. However, as a non-contractual courtesy, and in our sole discretion, upon qualifying for the Purchase Cushion, we may authorize one-time (non-recurring) PIN- and signature-based purchase transactions that you request that create up to a \$10 negative Available Balance in your Account. We refer to this feature as the “Purchase Cushion.”

Fees: You will not be assessed any fees for Purchase Cushion coverage. If you meet our eligibility requirements, we may authorize negative Available Balances resulting from one-time PIN- and signature-based purchase transactions initiated using your Card. No other Account transactions are eligible for Purchase Cushion coverage.

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

Furthermore, we have the right to pursue collection, including

the right to collect funds, equal to or less than the negative Actual Balance, from any other Account(s) you may have with us. In all instances described above, funds added to your Account may be made via Direct Deposit or any of the other methods described in this Agreement.

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

You acknowledge that a negative Actual or Available Balance in your Account does not constitute a contractual open end line of credit. If we permit a negative Actual or Available Balance on one or more occasions, we do not thereby obligate ourselves to permit a negative Actual or Available Balance on any future occasion, and we may refuse to permit a negative Actual or Available Balance for you at any time, even though we may have previously permitted negative Actual or Available Balances up to the \$10 limit for you. We have no obligation to notify you before we authorize or decline a transaction that would result in a negative Actual or Available Balance in your Account. Items will generally be processed in the manner described in the section above labeled “Funds Availability Policy.”

### Debit Card Overdraft Service

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Your Account includes access to the optional Debit Card Overdraft Service as described below.

**IMPORTANT:** The Purchase Cushion and the Debit Card Overdraft Service are SEPARATE features. You may NOT receive the benefits of the Purchase Cushion and the Debit Card Overdraft Service at the same time.

### WHAT YOU NEED TO KNOW ABOUT OVERDRAFT AND OVERDRAFT FEES

You generally do not have the right to make transactions in amounts exceeding the Actual Balance of your Account (“Overdraft”); however, as a non-contractual courtesy, the optional Debit Card Overdraft Service (“Service”) is available on your Account if you elect

to participate (i.e., “opt in”), and you have met each of the activation and eligibility requirements described below. In the event you qualify and opt in to the Service, we may authorize you to conduct one-time PIN- and signature-based purchase transactions and ATM withdrawals and incur fees that exceed the Available Balance of your Account, subject to the applicable fees and limitations described herein, and we reserve the right to pay Overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize the transaction, it will be declined. We may suspend or deactivate your use of the Service at any time, including if you incur too many Overdrafts. If you choose to participate in the Service, it is that Service only that will provide coverage, at our discretion, for Overdrafts. If you opt out of the Service or your participation in the Service ends or is suspended for any reason, and you have continuously used and maintained your Account in accordance with the terms of this Agreement, the Purchase Cushion feature may be made available to you at our discretion (see the “Purchase Cushion” section for more information).



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

- A. Review and accept the terms pertaining to the Service;
- B. Enroll in the Service (i.e., opt in) by visiting [www.flareaccount.com](http://www.flareaccount.com) or by calling 800-269-4146. In certain circumstances, you may be able to review disclosures and enroll in the Service at a participating Retail Location;
- C. Have a positive Actual Balance at the time of Service activation; and
- D. Receive Direct Deposits totaling at least four hundred dollars (\$400) to your Account within thirty-five (35) days of enrollment in the Service (deposits made prior to enrollment will be taken into consideration for meeting the \$400 requirement).

The Service will be activated on your Account within twenty-four (24) hours after you satisfy each of the steps above. After activation of the Service, you must continue to receive Direct Deposits to your Account totaling at least two hundred dollars (\$200) every thirty (30) days.

Terms of Use: If you have enrolled in the Service and meet our eligibility requirements, we may authorize and pay Overdrafts resulting from one-time PIN- and signature-based purchase transactions initiated using your Card and ATM withdrawals. Other non-network debit funds transfer services, such as ACH debit transactions and those initiated through third-party bill pay service providers, are not eligible for coverage. It is important to keep track of the Available Balance in your Account because it will be your responsibility to determine if you have overdrawn your Account, the day and time the Overdraft occurred, and the amount of any Overdraft that is authorized. You agree that within thirty (30) days of any Overdraft occurrence on your Account you will add sufficient funds to bring your Account back to a zero or positive Actual Balance, or that you will otherwise immediately pay such amount(s) to us in full upon demand. You acknowledge that your participation in the Service and the settlement by us of any Overdraft transactions does not constitute a contractual open-end line of credit. Our authorization or settlement of any Overdraft transaction on one or more occasions does not obligate us to authorize or settle future transactions. We may refuse the authorization or settlement of any Overdraft transaction for you at any time. We have no obligation to notify you before we authorize or decline a transaction that would result in an Overdraft in your Account.

If you fail to receive Direct Deposits totaling at least two hundred dollars (\$200) every thirty (30) days after Service activation, the Service will be suspended until you opt in to the Service and meet all the eligibility requirements. If your Account has a negative Actual Balance for more than thirty (30) days on three separate occasions or on any one occasion for more than sixty (60) days, the Service will be suspended for one hundred eighty (180) days and you must meet all initial eligibility requirements prior to reenrolling. If your Account has a negative Actual Balance for more than one hundred eighty (180) days, the Service will be suspended and may not be enabled for one hundred eighty (180) days from the date you cure your negative Actual Balance and meet all initial eligibility requirements. If you overuse or abuse the Service (as determined in our sole discretion), we may suspend the service temporarily or permanently. We have

the right to pursue collection of any amounts owed at our sole and absolute discretion. If we have suspended the Service, your Account will remain open to receive credits and deposits, which will automatically be applied to your negative Actual Balance before they are available to you; however, you will not be able to conduct any debit and spend transactions using your Account, until your Account has a positive Actual Balance (i.e., sufficient funds to cover the negative Actual Balance).

Fees: Your participation in the Service is subject to the terms of this Agreement and, by using the Service, you may incur fees. The fees for the Service are described here, and in the Fee Schedule above. The Overdraft Fee is applied to certain transactions that result in a negative Available Balance at the time of the transaction and is in addition to any other fees ordinarily applicable to a transaction on your Account as disclosed in your Agreement. A transaction may incur an Overdraft Fee even though your Actual Balance is positive, but your Available Balance is negative, at the time the transaction settles, as previously authorized transactions may later settle and bring your Actual Balance negative. For the first Overdraft transaction that settles and creates a negative Actual Balance greater than ten dollars (\$10), you will have twenty-four (24) hours to add sufficient funds to your Account to bring your Account back to a zero or positive Actual Balance to avoid incurring any Overdraft Fee(s) (“Grace Period”). If you fail to do so, you will incur an Overdraft Fee for each transaction settled after your Actual Balance was greater than ten dollars (\$10) overdrawn, subject to the limitations set forth herein. If you bring your Account back to a zero or positive Actual Balance during the Grace Period, you will avoid incurring Overdraft Fees for each transaction settled after your Actual Balance was greater than ten dollars (\$10) and the Grace Period will reset.

**Fee associated with the Service**

Overdraft Fee	\$20	Maximum of five (5) Overdraft Fees per calendar month.  Maximum of forty-five (45) Overdraft Fees per Annual Period.
<i>Multiple Overdraft Fees may be charged if multiple Overdraft transactions are authorized on the same day. Only transactions that result in a negative Available Balance when authorized may be subject to the fee. Transactions are not always processed in the order in which you make them. The order in which the transactions are received and processed can affect the balance of funds available in your Account and the total amount of Overdraft Fees assessed to your Account (see the “Funds Availability Policy” section for more information).</i>		

If you have consented to electronic Communications, we will send an email notification to your email address as reflected in our records (and an SMS text message if you are enrolled in text alerts; message and data rates may apply) when an Overdraft occurs; however, if you have not consented to electronic Communications, we will provide you this notice by email and mail to the address we have for you on file. We will tell you where and when the transaction occurred and its amount. If the Overdraft was the first transaction to cause your Actual Balance to be overdrawn by more than ten dollars (\$10), we will also tell you when the Grace Period ends for purposes of avoiding payment of the Overdraft Fee(s).

There is a limit of forty-five (45) Overdraft Fees that we may charge you per Annual Period (“Annual Overdraft Fee Cap”). If you reach the Annual Overdraft Fee Cap prior to the end of the Annual Period,



the Service will be suspended until the end of the applicable Annual Period at which time it will be reactivated if you have met all of the ongoing eligibility requirements noted above.

Exclusions: Non-network debit funds transfer services, such as ACH debit transactions and those initiated through third-party bill pay service providers, are not eligible for coverage.

Notifications: If you have consented to electronic Communications, we will send you email notifications to the email address we have for you on file; however, if you have not consented to receive electronic Communications, we will provide you the following notices by email and mail to the address we have for you on file. Notices are sent when (1) you opt in or opt out of the Service; (2) a transaction results in a negative Available or Actual Balance in your Account; (3) an Overdraft Fee is assessed (if applicable); and (4) the Service is activated or deactivated on your Account. We may also send other notifications about the Service from time to time. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current address or email address (see the “Change of Address” section for more information).

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

Opt Out: Once you have opted in to the Service, you may opt out at any time online at [www.flareaccount.com](http://www.flareaccount.com) or by calling 800-269-4146. Should you choose to opt out of the Service, you remain responsible for any negative Actual Balance(s) on your Account and agree that any deposits made to your Account will be used to offset the value of the negative Actual Balance(s), if any.

## Virtual Card

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To purchase or lease goods or services or make payments by telephone or online, without needing to provide your actual Card Number, you may have up to six (6) active Virtual Cards connected to your Account. Your Account must be open before you can request a Virtual Card (see the section labeled “Getting Started” for more information). By opening an Account you acknowledge that we may automatically create a Virtual Card on your behalf. Visit the OAC or Mobile App for instructions on how to request or use a Virtual Card.

A Virtual Card consists of a 16-digit card number, a 3-digit security code, and an expiration date. Each Virtual Card expires one (1) year from the last day of the calendar month in which the Virtual Card was created (e.g., a Virtual Card created on February 24, 2024 will expire on February 28, 2025). All use of your Virtual Card will be subject to the terms and conditions of this Agreement.

## Digital Card

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Digital Cards may be used when adding an Access Device to a third-party digital wallet through the Mobile App. A Digital Card consists of a 16-digit card number, a 3-digit security code, and an expiration date, although only the last 4 digits of the Card Number will be visible to you in the OAC or Mobile App. You will not be able to use the Digital Card outside of the digital wallet to which it is added.



If available on your Account, a Digital Card will be created when you use the Mobile App to request that we connect your mobile device to your digital wallet. You will need to select a PIN for the Digital Card, which is separate from other Cards you may have. A maximum of one (1) Digital Card may be connected to your Account at any time. All use of a Digital Card will be subject to the terms and conditions of this Agreement.

### The OAC and Mobile App

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

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

1. Direct funds transfers from your linked Account on either a one-time or recurring basis;
2. View current balance information for your Account and any linked Savings Account;
3. Review available transactions on your Account;
4. Perform self-service Account maintenance such as downloading monthly statements, changing address and phone, and changing your Password; and
5. Send and receive secure online mail messages regarding your Account.

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

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

### Other Terms and Conditions:

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

**Login and Device Protection.** You will not disclose your login

credentials (user name or Password) to any person. You understand and agree that we may rely on the use of your login credentials to access your Account through the OAC and Mobile App and are therefore authorized to act upon instructions and information received from any person that enters your login credentials.

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

You agree to take precautions to ensure the safety, security, and integrity of your Account and transactions when using the OAC and Mobile App. You agree not to leave your computer or mobile device unattended while logged in. Log off immediately at the completion of each access by you, and secure access to your mobile device, lock your mobile device, and take other steps necessary to prevent unauthorized use of your Account, the OAC, and the Mobile App.

Although considerable effort is expended to make the OAC, the Mobile App, and our other operational and communications channels consistently available, we do not warrant these channels to be available and error free at all times. You agree that we will not be responsible for any interruptions in service due to maintenance of, changes to, or failure of the OAC, Mobile App, or other communications channel. We may terminate your participation in the OAC, Mobile App, or both for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

### **Savings Account**

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Your Account includes access to an optional linked Savings Account. Separate terms and conditions apply to the Savings Account. See your OAC or Mobile App for more information including terms and enrollment.

## **12. Legal Notices**

### **English Language Controls**

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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.

### **Account Closure**

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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.

**Disclaimer of Warranties**

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**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.**

**Assignability**

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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.

**Amendment and Cancellation**

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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.

**Legal Process**

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We will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your Account which we believe to be legally valid. You agree that we will honor valid legal process that is served personally, by mail, or by facsimile transmission. You agree that we will have no liability to you for honoring any such legal process. You also agree that you will be obligated to assert any claims of exemption you may have under state or federal law and that we will have no obligation to assert the same on your behalf except to the extent required under any applicable state or federal law. We will also have and may enforce our right of setoff and security interest against any of your Accounts in order to reimburse us for any sums owed to us. We may refuse to permit withdrawals or transfers from your Account until such legal process is satisfied or dismissed even if such action results in insufficient funds to satisfy an obligation you may have incurred. You agree to release and indemnify, defend and hold us harmless from



all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys’ fees, associated with our compliance with any legal process we believe to be valid. When we receive an order instructing us to restrict access to funds in an Account, we may remove the funds from the Account and maintain them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine Account fees and rates.

**Other Terms**

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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.

**Non-Visa Debit Transactions**

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

**Limitation on Payments**

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

security of your Account or Mobile App is at risk or any fraudulent or illegal activity may be occurring, including evidence of unusual activity in your Account.

## 13. Delivery of Electronic Communications

As a condition of the Account, you are required to consent to receiving electronic Communications from us. If you withdraw your consent, we will close your Account and send you a check for the remaining balance, if any, to the address on file.

## 14. 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.**

## 15. 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 Lane, Sioux Falls, SD 57108.

### Background and Scope

Question	Short Answer	Further Detail
What is arbitration?	An alternative to court	In arbitration, a third-party arbitrator (“Arbitrator”) solves Disputes in an informal hearing.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt out of this Arbitration Clause?	Yes, within 60 days	If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after open an Account. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address, and Card or Account number. State that you “opt out” of the Arbitration Clause.
What is this Arbitration Clause about?	The parties’ Agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any “Dispute” as defined below.

Who does the Arbitration Clause cover?	You, us, and certain “Related Parties”	This Arbitration Clause governs you and us. It also covers certain “Related Parties”: (1) our parents, subsidiaries, and affiliates; (2) our employees, directors, officers, shareholders, members, and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Clause cover?	All Disputes <i>(except certain Disputes about this Arbitration Clause)</i>	This Arbitration Clause governs all “Disputes” that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word “Disputes” has the broadest reasonable meaning. It includes all claims even indirectly related to your Account or this Agreement. It includes claims related to the validity in general of this Agreement. <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	<p>Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Clause do not apply. The arbitration administrator will be either:</p> <p>The American Arbitration Association (“AAA”), 1633 120 Broadway, Floor 21, New York, NY 10271, <a href="http://www.adr.org">www.adr.org</a>.</p> <p>Any other company picked by Agreement of the parties.</p> <p>If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The Arbitrator will be selected under the administrator’s rules. However, the Arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p>
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.



Are you giving up any rights?	Yes	<p>For Disputes subject to this Arbitration Clause, you give up your right to:</p> <p>Have juries decide Disputes.</p> <p>Have courts, other than small-claims courts, decide Disputes.</p> <p>Serve as a private attorney general or in a representative capacity.</p> <p>Join a Dispute you have with a dispute by other consumers.</p> <p>Bring or be a class member in a class action or class arbitration.</p> <p>We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.</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. This Arbitration Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court’s ruling is not reversed on appeal.</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. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.</p>
Will anything I do make this Arbitration Clause ineffective?	No	<p>This Arbitration Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.</p>

Process

What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	<p>Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the contact information where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.</p>
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How does an arbitration start?	Mailing a notice	If the parties do not reach an Agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator’s rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator’s award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator’s award.

**Arbitration Fees and Awards**

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

The Flare Account® is a deposit account established by Pathward®, National Association, Member FDIC, and the Flare Account Debit Card is issued by Pathward, N.A., pursuant to a license from Visa U.S.A. Inc. Ouro Global, Inc. is a service provider to Pathward, N.A.

Pathward, N.A., Member FDIC  
5501 S. Broadband Lane  
Sioux Falls, SD 57108

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**Congrats on reaching the end!**