

FEE SCHEDULE

All fees	Amount	Details
Monthly usage		
Monthly Maintenance Fee	\$9.95	<p>The Monthly Maintenance Fee (“MMF”) is assessed beginning the day after your Account first receives a deposit of more than \$1.00. This date is considered your Fee Date. The MMF is then assessed on the same calendar day each month. If that calendar day does not exist in a given month (e.g., the 31st), the fee will be assessed on the last day of that month, and will revert to your original Fee Date in the following month. Each billing period begins on the Fee Date and ends the day before the next Fee Date.</p> <p>The MMF will be automatically waived for the first billing period following initial account funding. After that, the fee will be waived for any billing period that follows one in which your Account received total qualifying deposits of \$1,000.00 or more. Qualifying deposits may include, but are not limited to, direct deposits, check deposits, transfers from external financial institutions, and cash loads.</p> <p>If total deposits to your Account are less than \$1,000.00 in a given billing period, the MMF will be assessed in the next one, as outlined in the applicable Fee Schedule.</p>
Add Funds		
Funds Transfer	Up to \$5.95	Third-party fees of up to \$5.95 per transaction apply when transferring funds from Green Dot or Western Union funds transfer service providers. The amount is determined by the funds transfer provider. Locations may be found at www.card.com .
Mobile Check Service by Ingo® Money		If your check is returned unpaid within the ten (10) day period, your Account will not be funded. The minimum check amount is \$5.00.
Money in ten (10) days	\$0.00	<p>The Ingo Money service is provided by First Century Bank, N.A. and Ingo Money, Inc., subject to the First Century Bank and Ingo Money Service Terms and Conditions and the First Century Bank and Ingo Money Privacy Policy. All checks are subject to approval for funding in Ingo Money’s sole discretion. Approval usually takes 3 to 5 minutes but can take up to one hour. Fees apply for approved Money in Minutes transactions funded to your Account.</p> <p>A 2% fee applies to payroll and government checks with a pre-printed signature. A 5% fee applies to all other check types including personal checks and business checks, payroll checks with a handwritten signature, insurance checks, attorney’s checks, cashier checks, money orders, rebate checks and refund anticipation checks.</p>
Money in Minutes	2% or 5% of check amount, with \$5.00 minimum fee	
Get cash		
ATM Withdrawal Fee (In-Network)	\$0.00	“In-network” refers to the MoneyPass ATM Network. Locations can be found at www.card.com .
ATM Withdrawal Fee (Out-of- Network)	\$2.95	This is our fee, charged per transaction. “Out-of-network” refers to all the ATMs outside of the MoneyPass ATM Network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.

Over the Counter Withdrawal Fee	\$2.95	This is our fee, charged per transaction when obtaining cash from a bank and not using an ATM. You may also be charged a fee by the bank.
Information		
ATM Balance Inquiry Fee (In-Network)	\$0.00	"In-network" refers to the MoneyPass ATM Network. Locations can be found at www.card.com .
ATM Balance Inquiry Fee (Out-of-Network)	\$1.00	This is our fee, charged per transaction. "Out-of-network" refers to all ATMs outside of the MoneyPass ATM Network. You may also be charged a fee by the ATM operator.
Using your Card outside the U.S.		
International Transaction Fee	2.95%	Of the U.S. dollar amount of each transaction.
International ATM Withdrawal Fee	\$2.95	This is our fee, charged per transaction. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
International ATM Balance Inquiry Fee	\$1.00	This is our fee, charged per transaction. You may also be charged a fee by the ATM operator.
Using Checks		
Non-Sufficient Funds Fee	\$25.00	Assessed when you do not have enough funds in your Account to cover a check.
Check Orders Fee	\$12.00	Per package of 25 checks ordered through us.
Check Stop Payment Fee	\$25.00	Assessed when you request us to stop payment on a check you have written.
Other		
Replacement Card Fee (Same Image)	\$0.00	There is no charge for a replacement card with the same card design.
Replacement Card Fee (New Image)	\$5.00	Charged each time you replace your Card with a new card design.
Additional Card Fee	\$5.00	Per additional card. You may obtain two additional cards for your use on your Account for a fee.
Overdraft Fee	\$15.00	Per transaction which exceeds the available balance by more than \$10.00. This fee is assessed only if you have enrolled in the optional Overdraft Protection Service, and the service has been activated. See the Overdraft Protection Service Agreement for additional information.
Bill Pay Fee - Check Cancellation	\$30.00	Assessed when you use the third-party Bill Pay Service and request us to stop payment on a check, draft, or similar paper instrument used to pay a biller.
Express Shipping Fee	\$29.95	Per replacement Card; for expedited shipping of a Card reissued or replaced for any reason. (2-3 business day delivery)
When you use an ATM, you may be charged a fee by the ATM operator or any network used to complete the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).		

**CARD Premium Bank Account by Pathward®
Demand Deposit Account Agreement**

CUSTOMER SERVICE CONTACT INFORMATION:

Address: CARD Customer Service
P.O. Box 3120
901 N Francisco Ave #3120
Mission, TX 78573

Website: dashboard.premium.card.com

Phone Number: 1 844 227 3602

Email: supportDDA@card.com

IMPORTANT NOTICES:

- (1) 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 OR MAINTAINING THIS ACCOUNT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. THIS AGREEMENT INCLUDES THE FOLLOWING DISCLOSURES (1) THE FEE SCHEDULE; (2) OUR PRIVACY POLICY, AND (3) ANY ADDITIONAL DISCLOSURES REGARDING YOUR ACCOUNT AND/OR RELATED FEATURES OR SERVICES THAT THE BANK MAY PROVIDE TO YOU FROM TIME TO TIME.
- (4) WE MAY CLOSE THE ACCOUNT AT ANY TIME, WITH OR WITHOUT CAUSE (SEE THE SECTION TITLED "ACCOUNT CLOSURE", BELOW, FOR MORE INFORMATION).

This Demand Deposit Account Agreement ("**Agreement**") sets forth the terms and conditions that govern your Pathward demand deposit (checking) account called the **CARD Premium Bank Account** by Pathward ("**Account**"). "**Accountholder**", "**you**", and "**your**" means the person who has opened and owns the Account. "**We**", "**us**", "**our**", "**Pathward**", and "**Bank**" mean Pathward, National Association, a federally-chartered Bank, Member FDIC, and our successors, affiliates or assignees. **CARD** refers to **CARD Corporation**, who performs certain services related to your Account on our behalf. Please read this Agreement carefully and keep it for future reference.

1. DEFINITIONS

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

- **“Website”** means the internet pages provided by CARD where certain information regarding your Account is made available to you by the Bank or its service provider appearing above under the Customer Service contact information.
- **“Virtual Card”** means an electronically accessible card linked to your account, which may be used to conduct transactions online, over the phone, or anywhere virtual card payments are accepted. The Virtual Card has a unique card number, expiration date, and CVV that differ from any physical card.
- **“PIN”** means a Personal Identification Number used in connection with your card to conduct Account transactions, furniture described in the section below titled “Using Your Account.”

2. ABOUT YOUR ACCOUNT

Your Account is a demand deposit checking account. Transfers made to or from the Account may be made electronically or through checks issued by us.

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

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

You may have only one Account, with up to three physical Cards in your name associated with your Account.

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

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

3. GETTING STARTED

- Account Registration.** To be eligible to use and activate this Account, you must go to the Website or Mobile App and complete the Account registration process by providing personal information necessary for us to verify your identity. You must also consent to receive electronic communications.
- Verification Process**
 - 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, and other information that will allow us to identify you. We may also ask to see a copy of your Driver’s License documents at any time.
Accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. We may validate the information you provide to us to ensure we have a reasonable belief of your identity. If we are not able to verify your identity to our satisfaction, we will not open your Account. 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 activate this Account, you represent and warrant to us that: (i) you are citizen or permanent resident of the fifty (50) United States, the District of Columbia, or U.S. territories who can lawfully enter into and form contracts under applicable law in the state in which you reside; (ii) the personal information that you have provided to us is true, correct and complete; (iii) you have read this Agreement and agree to be bound by and comply with its terms.
- Card Activation.** In order to access the funds on deposit in your Account, you must activate the Card you received from us in connection with your Account. To activate your Card, you must call us at 1-844-227-3602 or visit the Website or Mobile App.

4. ACCOUNT FUNDS

a. Deposits

Deposits may be made only in the form and manner we permit in our sole discretion. Only electronic deposits are permitted. The deposit methods available for the Account are set forth in the chart below. We may, at our sole discretion, refuse to accept any deposit. If an Item you deposit is returned unpaid, we will debit your Account, and assess any other fee we pay or loss we incur. In addition, you are liable to us for all costs and expenses related to the collection of any amount from you. Funds

deposited to your Account are available and described below under “Funds Availability Policy.” Cash Transfers 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 a deposit through an ATM.

b. Limits

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

Deposit Method Initial Deposit to Account	Limit	Frequency
Direct Deposit or ACH transfers (including pre-authorized recurring transfers) from another financial institution	No Limit	No limit to the number of times per day
Cash Transfers sent to us through third- party money transmission service providers	Up to \$1,500.00 per day and \$5,000.00 per 30 consecutive days for funds added via Green Dot and Up to \$900.00 per day and per month for funds added via Western Union.	Up to 4 times per day
Cash Transfers sent via Mobile Check Service	Minimum of \$5.00. Up to \$5000.00 per day and up to \$10,000 per month.	No limit to the number of times per day
If you use a third-party service, such as a money transmitter, Mobile Check Service or other third party to make transfers to your Account, limits may be imposed by those third parties.		

Deposit transactions may be subject to a fee as set forth in the Fee Schedule. If you arrange to have funds deposited directly to your Account through an ACH credit transaction, you must enroll with the entity making a payment to you by providing our routing number and your Account number. Cash Transfer providers may require you to meet certain identification requirements, including presenting your Card, in order to complete Cash Transfers. We reserve the right to reject any deposit other than the deposit transactions set forth above that you have authorized. You agree that only direct deposits in your name will be added to your Account. All other direct deposits in the name of anyone else may be declined and returned. If we discover that a direct deposit in the name of someone else was successfully deposited to your Account, we may deduct the amount of the deposit and return it. We will not accept any checks, money orders or cash mailed or otherwise provided to us for deposit, or any inbound wire transfers to your Account. We are not liable for any checks, money orders or cash mailed to us.

c. Funds Availability Policy

Our policy is to make funds from your electronic deposits available on the Business Day we receive the deposit. But we reserve the right to delay the availability of deposits funded by ACH debit of an external bank account to allow us time to verify the external account and receive payment on collected funds. Once the funds are available, you can withdraw them in cash or use them for Card transactions and other transactions permitted on the Account. We reserve the right to refuse any deposit.

If final payment is not received on any item you deposit to your Account, or if we are required to return any direct deposit or ACH credit transaction for any reason, you agree to pay us the amount of any returned item we previously credited to your Account. You may arrange to have funds transferred by ACH to your Account by your employer or other appropriate payor. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five (5) Business Days after we receive the deposit. Note that after we make funds available to you, and you have spent, sent or withdrawn all or a portion of the funds, you are still responsible for any problems involving your deposit.

Availability of funds added to your Account through the use of an eligible Mobile Check Service is subject to the terms and conditions of the Mobile Check Service, including fees for early funds availability (see your Fee Schedule for applicable fees). Funds added to your Account through the use of an eligible Mobile Check Service are added through an ACH transaction and are subject to funds availability requirements for ACH transactions.

d. Preauthorized credits

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

e. Transaction processing order

We may accept, pay, certify, or charge Items to your Account in the order we choose. Generally, your deposits and withdrawals are processed as follows:

- (1) Unless manual review is needed, Direct Deposits and any other ACH credits (including Cash Transfers) are added

to your Available Balance at the time we receive and process the applicable ACH file or at the time we receive pending deposits that are immediately available for your use. ACH debits are deducted from your Available Balance in the order of lowest to highest dollar amount if multiple ACH debits are present in a single ACH file that we process.

- (2) Checks are deducted from your Available Balance at the time we receive and process the applicable check processing file.
- (3) Transactions received real-time during the day are processed as they occur. Debit transactions received during the day are debited from your Account as they occur if there is a sufficient Available Balance in the Account to pay them (for example, ATM and other Card transactions). Please note: Your Available Balance may not reflect every transaction you have initiated or previously authorized (e.g., pre-authorized debit transaction holds that are later released).
- (4) Fees for services we provide that have not already been debited from your Account are deducted from your Available Balance after other transactions have been processed.

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

f. Third-Party transfers.

Funds sent to us through eligible third-party service providers offering Mobile Check Services, money transmittal services, or Cash Transfers. Generally, funds that we receive from you through one of these eligible third-party service providers will be available to you when we receive the funds from the third-party service provider and have had a reasonable time to process the funds for deposit to your Account. Please see the applicable third-party service provider's terms of service for information about their processing and transmission timeframes. We may also, from time to time, enter into an arrangement with a third party service provider which permits us to make funds you deposit with us through Cash Transfers available to you prior to the time we actually receive the funds because the third party service provider has informed us that the Cash Transfer is in the process of transmittal to us. Please note that even if we make funds available to you prior to our actual receipt, those funds will not be FDIC insured until we receive them.

g. Other Types of Deposits.

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

h. Virtual Card

(1) Eligibility

Virtual Cards may only be issued to eligible customers who have opened a Card.com DDA account in good standing. We reserve the right to determine eligibility criteria and may revoke or deny access to Virtual Cards at our discretion.

(2) Access and Activation

You can access your Virtual Card through the Card.com mobile app or website after your account has been successfully verified and activated. Instructions for use will be provided during activation.

(3) Use of the Virtual Card

The Virtual Card may be used for card-not-present transactions and mobile wallet transactions such as online, phone, or POS (where accepted) purchases, subject to your account's available balance and applicable transaction limits.

(4) Security and Liability

You are responsible for maintaining the security of your Virtual Card credentials. Notify us immediately if you suspect unauthorized use. The same fraud protections and liability limitations that apply to your physical Card also apply to the Virtual Card, subject to applicable law (e.g., Regulation E).

(5) Limits and Restrictions

Virtual Cards are subject to the same daily transaction and spending limits as the physical debit card unless otherwise disclosed. Virtual Cards may not be used for cash withdrawals or in-person transactions requiring a physical card.

(6) Suspension, Replacement, or Termination

We reserve the right to suspend, replace, or terminate your Virtual Card at any time, including if your account is closed, suspended, or otherwise restricted.

5. USING YOUR ACCOUNT

a. Accessing Funds and Limitations

Each time you use your Card or another permitted method to access funds in your Account, the Available Balance in your Account will be reduced by the amount of the transaction and applicable fees. Generally, you may not exceed the Available Balance in your Account through an individual transaction or a series of transactions. Any permissible transactions to overdraw your Account are subject to any availability of or terms applicable to the Overdraft Protection Service. See details below regarding the optional Overdraft Protection Service. If a transaction on your Account exceeds the balance of the funds available in your Account, you will remain fully liable to us for the amount of the transaction and any corresponding transaction fees(s) and agree to pay us promptly for the negative balance. If your Account has a negative balance, any deposits will be used to offset the negative balance. We may also, to the extent permitted by applicable law, use any deposit or balance on another account you have with us to offset a negative balance in your Account. If you have not deposited sufficient funds to your Account to cover the negative balance within ninety (90) days of its creation, we may close your Account. Additionally, we have the right to pursue collection, including the right to collect funds equal to or less than the negative balance, from any other account(s) you may have

with us. If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself. The following types of electronic fund transfers are available on your Account:

- (1) **ACH Debits.** You may provide another party the ability to initiate transfers from your Account (on a one-time or recurring basis) through an ACH transaction. If you authorize the party initiating the withdrawal with advance authorization to make recurring ACH transfers to or from your Account, the transfers are referred to as "preauthorized transfers."
- (2) **ATM or POS cash withdrawals.** With your PIN, you may use your Card to obtain cash from ATM or point-of-sale (POS) devices, if and as permitted by the relevant merchant, bearing an acceptance mark displayed on the Card. ATM transactions are treated as cash withdrawal transactions. You may also obtain your Account balance through certain ATMs. See the Fee Schedule for information about fees that may be applicable to the use of your Card to obtain cash or Account balance information. In addition, some or all transactions may be subject to a surcharge assessed by the terminal owner. Any cash withdrawn through an ATM or POS device transaction, or through a participating bank, will be subject to the limitations set forth in the section below labeled "Limits." Cash withdrawals are available up to the daily authorization limits disclosed below, provided the Available Balance in your Account is greater than or equal to the amount requested plus any fees that may be charged along with the cash withdrawal. Cash withdrawals may also be subject to varying daily limits at the terminal owner's discretion. If you use your Card and PIN to obtain Account balance information through an ATM, please note that the balance information provided may not reflect recent transactions and may include funds that are not available for immediate withdrawal.
- (3) **Cash withdrawals at a participating financial institution.** You may use your Card to obtain cash through an over the counter transaction at a participating financial institution.
- (4) **Card Purchases.** You may use your Card to purchase goods and services from merchants that accept Cards bearing an acceptance mark displayed on the Card as a method of payment.
- (5) **Savings Account Transfers.** If you elect to open an optional Savings Account linked to your Account and meet eligibility requirements for the Savings Account, you may direct that funds be transferred from your Account to your Savings Account by using a transfer option available within the Website or Mobile App. Separate terms and conditions apply to the Savings Account.
- (6) **Electronic Checks.** A merchant or other payee may create an electronic transfer from your paper check. The merchant may keep your check or return it to you.

b. Limits

The following limits apply to transactions on your Account:

Transaction Types	Limit	Frequency
Use of your Card for Purchase Transactions	\$5,000.00 per day	No limit to the number of times per day
Use of your Card for Cash Withdrawals at a Financial Institution (OTC Cash Withdrawal)	\$2,500.00 per day	Up to 4 times per day
ATM Cash Withdrawals (domestic or international)	\$700.00 per day	Up to 4 times per day
ACH Debit	\$5,000.00 per day	No limit to the number of times per day
Bill Payment Transactions	\$10,000 per day	Up to 10 times per day
If you allow a third party, such as a money transmitter or other third party to make pre-authorized debits, limits may be imposed by those third parties.		

c. Checkwriting

- (1) **Check Availability.** With your Account you can write checks to access funds in the Account. You can order personal checks from our third-party check vendor by logging into your account on the Website and navigating to the Personal Checks feature. See our Fee Schedule for more details on check ordering fees. Your checks must meet our standards, including paper stock, dimensions, and other industry standards. Your checks must include our name and address and the routing and account number we provide to you. We reserve the right to refuse checks ordered through third parties and checks that do not meet these standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards. Notify us immediately if your checks are lost or stolen.
- (2) **Check Legends.** You agree not to write a check that is incomplete or tries to limit the time or method of payment or endorsement with the condition, such as "void after 90 days", "not valid for over \$100" or "Two signatures required." You agree not to issue or authorize others to issue "payable through" or "payable at" Items against your Account. We are not obligated to discover, observe or comply with such Items, and if we pay such Items, the conditions do not apply to us.
- (3) **Stale Items.** We may choose to pay or not pay a stale-dated check (dated more than six months before it is presented), regardless of how old it is. If we pay it, you will be responsible for the check.
- (4) **No Post-dated Checks.** You agree not to date any check later than the date you write it. If you do post-date a

check, you hereby authorize us to pay any such check, upon receipt, even if you have given us notice that the item is post-dated. We reserve the right to pay any such post-dated check submitted for payment.

- (5) **Stop Payment Requests.** If you do not want us to pay a check written on your Account, you may request us to stop payment by calling us at 844-227-3602 and providing us your Account number; the check number, date and amount of the check; the payee's name; and the reason you are requesting the stop payment. We will honor a stop payment for any check drawn on your Account that has not yet been processed. The request becomes effective when we record it on your Account, and you agree that we have a reasonable amount of time to do so. A stop payment request will remain in effect indefinitely and cannot be cancelled. We may charge you a fee for each stop payment request, as set forth in our Fee Schedule. You agree to indemnify, defend and hold us harmless from all liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our stopping actions, claims, payment or attempting to stop payment of a check.
- (6) **Improper Checks.** We may refuse to pay any check that does not have the required signature. If a check written against your Account has a discrepancy between the amount in numbers and the amount in words, we may utilize either amount in paying the item or may dishonor the item, without liability. We reserve the right to close your Account should you attempt to authorize checks when you do not have enough funds in your Account to cover the transaction. We also reserve the right to close your Account for security purposes should your checks be lost or stolen.

d. International Transactions

If you make a purchase or obtain cash using your Card in a currency or country other than US Dollars ("International 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. 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.

e. Preauthorized Transfers

- (1) **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how: Call or write to 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.
- (2) **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- (3) **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

f. Our Liability for Failure to Complete Transactions

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

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

g. Authorization Holds

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Account may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have

access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds. You do not have the right to stop payment on an authorized purchase transaction, except as otherwise provided herein. If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier.

h. Substitute Checks

Original checks may be converted to substitute checks. The following notice explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event you suffer a loss from a substitute being posted to your Account.

Substitute Checks and Your Rights Important Information About Your Account

What Is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks" These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What Are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact Customer Service. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the date of the check, the name of the person to whom you wrote the check, and the amount of the check.

6. CONFIDENTIALITY

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

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

7. DOCUMENTATION

a. Periodic Statements

You will be able to review Account transactions and Account statements through the Website. You must consent to receive electronic communications. We will send you an email that your Account statement is available on the Website, and the Account statement shall be deemed received on the date that it is posted to the Website.

Statements will be made available monthly. If your Account is dormant, we may stop sending you account statement emails or posting statements to the Website. Your Account is dormant if your Account has not had any customer-initiated activity, that is, no purchases; no cash withdrawals; no cash remittances; or no balance inquiry fees for 365 consecutive days. For security reasons, we may refuse a withdrawal or transfer from Accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization.

b. Receipts

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

8. LOST OR STOLEN CARDS; UNAUTHORIZED TRANSACTIONS.

a. Contact Customer Service Immediately

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

b. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Card or Access Device has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Calling Customer Service is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two (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 two (2) business days after you learn of the loss or theft of your Card or Access Device, and we can prove we could have stopped someone from using your Card, Account, or Access Device without your permission if you had told us, you could lose as much as \$500. If your Card, or Access Device has been lost or stolen, we will deactivate your Card or Access Device, as applicable, and issue you a new one to keep losses down.

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

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

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

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (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 ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If you have any further questions regarding our error resolution procedures, please contact Customer Service.

d. Your Liability for Unauthorized Visa Transactions

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

9. ADDITIONAL TERMS OF THE AGREEMENT

a. Personal Identification Number ("PIN")

You will not receive a Personal Identification Number ("PIN") with your Card. However, you will be prompted to select a 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.

b. Returns and Refunds

If you are entitled to a refund for any reason for goods or services purchased with your Account, the return and refund will be handled by the merchant. If the merchant credits your Account, the credit may not be immediately available. While merchant

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

c. Card Replacement and Expiration

If you need to replace your Card for any reason, please contact Customer Service or visit the Website or Mobile App (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. Fees may apply; please see the Fee Schedule for any applicable fees to replace your Card. Please note that your Card has a "Good Thru" date. You may not use the Card after the "Good Thru" date printed on your Card. You will not be charged a fee for replacement Cards that we send due to expiration of the Card. You may replace your Card with a new Card design for a fee as set forth in the Fee Schedule.

d. Account Ownership; Additional Cards

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. You may obtain up to two additional Cards in your name for your use only associated with your Account. Please see the Fee Schedule for applicable fees to obtain an additional Card. You are wholly responsible for the use of each Card and Account according to the terms of this Agreement, subject to the section labeled "Lost or Stolen Cards; Unauthorized Transactions", and other applicable law. You may obtain up to two additional cards on your account for a fee as set forth in the Fee Schedule.

e. Communications

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

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

f. Change of Address

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

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

g. Dormant and Inactive Accounts

Your Account will be considered inactive if there is no customer-initiated activity (such as deposits, withdrawals, or purchases) for a period of nine (9) consecutive months. Once inactive, your Account will be classified as dormant.

While in dormant status:

- The Monthly Maintenance Fee (MMF) will apply, if it is not already being assessed, as disclosed in the Fee Schedule.
- If your Account maintains a \$0 balance for four (4) consecutive months during dormancy, it may be automatically closed.
- If your balance reaches \$0 at any time after four (4) months of dormancy, your Account may also be closed.

If your Account remains dormant for a period of time required by applicable state unclaimed property laws, we may be required to escheat any remaining funds to the appropriate state authority. You may reclaim those funds directly from the state, subject to its procedures. Prior to escheatment, we will attempt to notify you using the contact information we have on file, as required by law.

You may restore your Account to active status at any time prior to closure or escheatment by initiating a qualifying transaction or by contacting Customer Service.

10. OPTIONAL FEATURES AND SERVICES

For more information on the following product features or services, contact Customer Service or see the Website for more information including terms and enrollment.

a. Savings Account

An optional Savings Account may be available if you meet certain conditions. Separate terms and conditions apply.

b. Overdraft Protection Service

A discretionary Overdraft Protection Service may be available if you meet certain conditions. Separate terms and conditions apply.

c. Bill Pay

Your Account includes access to an optional linked Bill Pay Service available through the Website and Mobile App. Separate terms and conditions apply.

d. Rewards Programs

From time to time, we may offer optional rewards programs that allow you to earn cash back, credits, discounts, or other promotional incentives ("Rewards") through your use of the Card, participation in certain activities, or engagement with our partners. These programs are offered at our sole discretion and may be modified, suspended, or discontinued at any time without prior notice.

(1) Participation & Eligibility

Participation in any rewards program is voluntary and may be subject to additional terms and conditions, eligibility criteria, or enrollment requirements. Certain Card transactions, account statuses, or user actions may not qualify for rewards.

(2) Third-Party Rewards Offers

Some rewards programs may be provided or facilitated through third-party platforms or service providers. These may include offerwalls, shopping portals, surveys, or in-app activities. Your participation with these third-party providers is subject to their terms and privacy practices. We do not control, endorse, or guarantee the availability, accuracy, or reliability of any third-party content, offers, or rewards.

(3) No Guarantee of Rewards

We do not guarantee the availability or value of any rewards. Rewards may be limited in quantity, subject to expiration, or contingent upon verified completion of required actions. We reserve the right to determine eligibility and to withhold or reverse rewards for suspected fraud, misuse, or violation of program terms.

(4) Changes to Rewards Programs

We reserve the right to add, change, suspend, or cancel any rewards program at any time, with or without notice. We may also change the types of rewards available, how they are earned, or how they may be redeemed.

(5) Tax Implications

Rewards you receive may be considered taxable income. You are solely responsible for reporting and paying any applicable taxes associated with your rewards.

(6) Separate Program Terms

Each rewards program may have additional, program-specific terms and disclosures, which will be provided at the time of enrollment or participation. In the event of a conflict between these Terms and any program-specific terms, the program-specific terms will control.

e. Third-Party Services

Card.com may offer features powered by third-party services including but not limited to: setting up or modifying direct deposit instructions, for making deposits, and for bill monitoring or payment management. By using these features, you authorize Card.com and its service providers to access and transmit relevant information from or to your external accounts as necessary to provide the service. These services are provided subject to their own terms, and Card.com is not responsible for their performance or data practices. Use of these features is optional and may be disabled at any time.

11. LEGAL NOTICES

a. English Language Controls

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

b. Account Closure

You may close your Account by contacting Customer Service. Your request for Account closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Account be closed, we will send you a check for any remaining balance on your Account, subject to fees as disclosed in the Fee Schedule. We reserve the right to refuse to return any unused balance amount less than \$1.00. You must allow 21 business days for processing and delivery of any check for your remaining balance. We reserve the right to close your Card account should you complete or attempt to complete any of the prohibited actions in this Agreement.

We may close your Account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obligated to do so unless required by law. If we close your Account, we will, unless otherwise required by law, send you a check for your final balance, if any, minus any applicable Account fees and charges. If your Account balance is insufficient to pay applicable Account fees and charges owed to us, you will continue to be liable to us for the unpaid amount until it is paid in full. Your obligations for transactions conducted prior to Account closure will survive the closure of the Account.

c. Telephone Monitoring/Recording

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

d. Disclaimer of Warranties

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

e. Assignability

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

f. Amendment and Cancellation

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

g. Legal Process

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

h. Other Terms

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

12. JURY TRIAL WAIVER

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

13. ARBITRATION CLAUSE

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

Background and Scope		
Question	Short Answer	Further Detail
What is arbitration?	An alternative to court	In arbitration, a neutral third-party arbitrator hearing on an individual basis. solves Disputes in an informal
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Arbitration Clause?	Yes, within 60 days	If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you acquire the Account. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card or Account number. State that you of the Arbitration Clause. Opting out will not affect the other provisions of this Agreement.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate individually or require individual arbitration of any "Dispute" as defined below.
Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries, affiliates, and their successors and permitted assigns; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	<p>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 has the broadest reasonable meaning. It includes all claims even indirectly related to your Account or this Agreement or the relationships between you and us and/or "Related Parties" resulting therefrom, including but not limited to, initial claims, counterclaims, cross-claims, third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud or other intentional wrongs) and equity. It includes claims that seek relief of any type, including damages, and/or injunctive, declaratory, or other equitable relief. It includes claims related to the validity in general of this Agreement.</p> <p>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.</p>
Who handles the arbitration?	Usually AAA or JAMS	<p>Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. The arbitration administrator will be either:</p> <ul style="list-style-type: none"> • The American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, New York, NY 10271, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com • Any other company picked by agreement of the parties. <p>If all the above options are unavailable, a court with jurisdiction will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The Arbitrator will be selected under the administrator's rules. However, the Arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p>

Can Disputes be litigated?	Sometimes	<p>Either party may bring a lawsuit if the other party does not demand arbitration. Also, any individual claim(s) by you or us in which the amount in controversy (exclusive of attorneys' fees and costs if applicable law so provides) is properly within the jurisdiction of a small-claims court may be removed to small-claims court at the election of the opposing party by providing notice within 21 days of receiving the arbitration demand from the other party; however, if that action is transferred, removed or appealed to a different court, a party may elect arbitration.</p> <p>Even if all parties have opted to litigate a Dispute in court, you or we may elect arbitration with respect to any Dispute made by a new party or any Dispute later asserted by a party in that lawsuit or in any related or unrelated lawsuit (including a Dispute initially asserted on an individual basis but modified to be asserted on a class, representative, or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Clause.</p>
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Are you and we giving up any rights?	Yes	<p>For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to:</p> <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity in court or in arbitration. 4. Join a Dispute that you, we, or Related Parties have with a dispute that others have. 5. Bring or be a class member in a class action in court or in a class arbitration. The Arbitrator shall have no authority to conduct any arbitration inconsistent with this section or to issue any relief that applies to any person or entity except you or us or Related Parties individually.
Can you or another consumer start a class arbitration?	No	<p>The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Arbitration Clause must be decided in an individual arbitration or an individual small-claims action. You may not pursue any type of collective action or class action against us in arbitration.</p>
What law applies?	The Federal Arbitration Act ("FAA")	<p>This Agreement and the Account involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. The Arbitrator is authorized to award all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. In the event of any conflict or inconsistency between this Arbitration Clause and the administrator's rules or the Agreement, this Arbitration Clause will govern.</p>
Will anything I do make this Arbitration Clause ineffective?	No	<p>This Arbitration Clause stays in force even if: (1) you or we end this Agreement; (2) we transfer or assign our rights under this Agreement, or (3) a party files for bankruptcy (if bankruptcy law permits).</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 your Card or Account number or identification and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.</p>

How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers, such as a motion to compel arbitration. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop unless a court rules otherwise.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award.
Arbitration Fees and Awards.		
Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees, and ask us to pay. We will always pay amounts required under applicable law or the administrator's rules.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.

Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator within 14 days of the ruling. The Arbitrator will determine whether to grant such request.
What happens if a part of this Arbitration Clause cannot be enforced?	It depends	If any portion of this Arbitration Clause cannot be enforced, the rest of the Arbitration Clause will continue to apply, except in two instances. First, if a court rules that the Arbitrator can decide a Dispute on a class basis and that ruling is not reversed on appeal, then this entire Arbitration Clause (except for this sentence) will be void. Second, if a claim is brought seeking public injunctive relief and a court determines that the restrictions in this Arbitration Clause prohibiting the Arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), then the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case, the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

The Card Premium Bank Account is a checking account established by, and the Premium Visa[®] Debit card is issued by Pathward, N.A., Member FDIC, pursuant to a license from Visa U.S.A. Inc., and can be used everywhere Visa debit cards are accepted.

Pathward, N.A., Member FDIC, 5501 S. Broadband Lane, Sioux Falls, SD 57108
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Funds are FDIC insured, subject to applicable limitations and restrictions, when we receive the funds deposited to your account. CARD is not itself a bank or a FDIC-insured institution and the FDIC's deposit insurance coverage only protects against the failure of a FDIC-insured institution. Pathward, National Association is a FDIC-insured depository institution.

FACTS

WHAT DOES PATHWARD®, NATIONAL ASSOCIATION, DO WITH YOUR PERSONAL INFORMATION?

Why?

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

What?

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

- Social Security number and Income
- Account balances and Transaction history
- Credit history and Assets

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

How?

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

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

To limit our sharing

- Visit us online: dashboard.premium.card.com/account-settings/security-and-privacy and set your privacy sharing preferences to opt out

Please note:

If you are a *new customer*, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

Questions?

Call (844) 227-3602 or go to dashboard.premium.card.com.

Who we are	
Who is providing this notice?	Pathward, N.A., is the issuing bank for the CARD Premium Bank Account. It's a regulated financial institution bound by federal banking laws. This privacy policy is provided by Pathward, N.A., and applies to Pathward products and services.

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

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Pathward, N.A., has no affiliates with which it shares your personal information.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Nonaffiliates we share with can include account servicers, marketers, or distributors; banks; and other nonaffiliated financial companies.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ <i>Our joint marketing partner(s) include tax preparation companies, prepaid program managers or distributors, banks, and other nonaffiliated financial companies.</i>

Other important information	
<p>California or Vermont Residents: We will not share personal information we collect about you with affiliated and nonaffiliated third parties, except as permitted by law, including, for example, for our own marketing purposes, our everyday business purposes, or with your consent.</p> <p>For Vermont Residents: We will not share your credit information or information about your creditworthiness, transactions, or experience, other than as permitted by Vermont law, unless you authorize us to make those disclosures.</p> <p>For Nevada residents: We are providing you this notice under state law. You may be placed on our internal Do Not Call List by contacting the Privacy Department and requesting an Opt Out of Marketing. If you would like more information about our telemarketing practices and the Nevada Law, you may contact us at Pathward, N.A., Attn: Privacy Department, 5501 S. Broadband Lane, Sioux Falls, South Dakota 57108, and phone number: 833-898-0023. For more information on this law, you may contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Ave., Suite 3900, Las Vegas, NV 89101; phone number: 702.486.3132; email: aginfo@ag.nv.gov.</p>	