



amount and will retain this amount as compensation for its services. Transactions made outside of the 50 United States and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

#### Receipts

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

#### Card Account Balance/Periodic Statements

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Card Account by calling **1-855-646-8848**. This information, along with a sixty (60) day history of Card Account transactions, is also available online at [www.netspend.com](http://www.netspend.com). You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling **1-855-646-8848** or by writing to us at NetSpend, P.O. Box 2136, Austin, TX 78768-2136. However, there is a fee for this service – for details about the fee see the “*Fee Schedule*” below. You will not automatically receive paper statements.

#### Fee Schedule

**All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. NOTE: Fees assessed to your Card Account balance may bring your Card Account negative. Anytime your Card Account balance is less than the fee amount being assessed on your Card Account, the balance of your Card Account will be applied to the fee amount. THIS WILL RESULT IN A NEGATIVE BALANCE ON YOUR CARD ACCOUNT. If that occurs, any subsequent deposits or loads into your Card Account will first be applied to the negative balance.**

Card Order/Enrollment Fee:	No fee
----------------------------	--------

#### Purchase Fees:

FeeAdvantage™ Plan	\$5.00 per month, billed on the same day every calendar month. Fee is waived for the first month following Card activation.
Signature Purchase Transaction Fee*	Included in FeeAdvantage Plan
PIN Purchase Transaction Fee	Included in Fee Advantage Plan
*During checkout, select “CREDIT” on the keypad to make a Signature Purchase, or select “DEBIT” and enter your PIN to make a PIN Purchase	

#### Withdraw Cash (see Tip to avoid ATM fees, below):

Over the Counter Cash Withdrawal Fee at a Financial Institution	\$2.50 per withdrawal
Cash Withdrawal Fee at a NetSpend Reload Network Location	Fee will vary. Fee amount is determined and assessed by the location operator only and is not assessed by us.
Domestic ATM Cash Withdrawal Fee	\$2.50 per withdrawal made at any MoneyPass ATM. Fee is waived for the first withdrawal per calendar month. \$2.50 per withdrawal made at any other ATM, plus ATM owner surcharge fee, if any.

International ATM Cash Withdrawal Fee	\$4.95 per withdrawal, plus ATM owner surcharge fee, if any, and Foreign Currency Conversion Fee.
ATM Transaction Decline Fee	\$1.00 each
<b>Tip to avoid ATM fees:</b> Select “DEBIT” and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores.	

If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a cash withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

#### Add Money To Your Account:

Direct Deposit	No fee
Add Cash or Checks at a NetSpend Reload Network Location	Reload fee will vary. Fee amount is determined and assessed by the location operator only and is not assessed by us.
Bank Transfer Fee	Visit your online Account Center to learn how to transfer funds to your Card from another bank account using a bank debit card or account number. Fees are determined and may be assessed to the transferor's bank account by the service provider or originating bank and are not assessed by us.
Account-to-Account Transfer via Website or Text Message	No fee; standard text message rates may apply.
Account-to-Account Transfer Fee via Customer Service Agent	\$4.95 per transfer, assessed when processed.

#### Manage Your Account:

Online Account Center	No fee
Mobile Phone Anytime Alerts™	No fee; standard text message rates may apply.
Telephone Access Customer Service	No fee
Balance Inquiry Fee	–No fee online –No fee via e-mail or Anytime Alerts text message; standard text message rates may apply. –No fee via toll-free number automated service –\$0.50 each via toll-free number customer service agent –\$0.50 each via ATM
Foreign Currency Conversion Fee	3.5% of the U.S. Dollar amount of the purchase or cash withdrawal transaction
Check Fee	\$4.95 per check, assessed when processed.
Statement Mailing Fee	\$4.95 per statement, assessed when processed.
Additional Card Fee	\$5.95 per Card, assessed when processed.
Lost, Stolen or Damaged Card Replacement Fee	\$9.95 per Card, assessed when processed.

#### Pay Bills:

Bill Payment Fee	In addition to the one or more no-cost bill payment methods made available through third-party service providers, you can see a full range of options and applicable fees in your online Account Center.
ACH Debit/Preauthorized Payment Transaction Decline Fee	\$1.00 for each such declined transaction.
Stop Payment Fee for Preauthorized Payments	\$10.00 per stopped check, assessed when processed.

#### Optional Features:

Custom Card Fee	\$4.95 per card, if available. Fee assessed when processed.
-----------------	-------------------------------------------------------------

#### Confidentiality

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

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

#### Our Liability for Failure To Complete Transactions

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or 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 on your Card to complete the transaction;
- 2) If a merchant refuses to accept your Card;
- 3) If an ATM where you are making a cash withdrawal does not have enough cash;
- 4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- 5) If access to your Card has been blocked after you reported your Card lost or stolen;
- 6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- 7) If we have reason to believe the requested transaction is unauthorized;
- 8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- 9) Any other exception stated in our Agreement with you.

#### Your Liability for Unauthorized Transfers

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at **1-855-646-8848**. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit

transactions on your Card Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to PIN transactions not processed by Visa or ATM cash withdrawals. If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled “Information About Your Right to Dispute Errors.” If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to keep losses down.

#### Other Miscellaneous Terms

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

#### Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There is a fee for this service. Please refer to the Fee Schedule above. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

#### Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, call **1-855-646-8848** or write to Cardholder Services, NetSpend, P.O. Box 2136 Austin, Texas, 78768-2136 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-855-646-8848 or writing us at NetSpend, P.O. Box 2136, Austin, TX

78768-2136. You will need to tell us:

- 1) Your name and Card Account number
- 2) Why you believe there is an error, and the dollar amount involved
- 3) Approximately when the error took place

If you provide this information orally, we may require that you send 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 Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, call us at **1-855-646-8848** or visit [www.netspend.com](http://www.netspend.com).

#### English Language Controls

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

#### Customer Service

For customer service or additional information regarding your Card, please contact us at:

NetSpend  
P.O. Box 2136  
Austin, Texas 78768-2136

Customer Service agents are available to answer your calls: Monday through Friday, 8 a.m. to 10 p.m. CT; Saturday and Sunday, 8 a.m. to 8 p.m. CT (holidays excluded).

#### Telephone Monitoring/Recording

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

#### No Warranty Regarding Goods or Services as Applicable

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

#### Arbitration

Any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of any additional cardholders designated by you; iv) your purchase of the Card; v) your usage of the Card; vi) the amount of available funds in the Card Accounts; vii) advertisements, promotions or oral or written statements related to the Cards, as well as goods or services purchased with the Card; viii) the benefits and services related to the Cards; or ix) transaction on the Card, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved

by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

**We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.**

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**

For a copy of the procedures, to file a Claim or for other information about the AAA, contact it as follows: AAA, at 335 Madison Avenue, New York, NY 10017 or at [www.adr.org](http://www.adr.org). All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity; or iv) expiration of the Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. CALL US AT 1-855-646-8848 TO CANCEL YOUR REQUEST FOR THE CARD.**

This Cardholder Agreement is effective 01/01/2014