

BusyKid Visa® Prepaid Card Cardholder Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

Address: 9800 Monroe St 7th Floor, Sandy, UT 84070
Website: www.busykid.com
Phone Number: 833-920-2554

IMPORTANT NOTICES:

- (1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
- (2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE IN THE CARD ACCOUNT. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE ACCOUNT BALANCE.
- (3) BY ACCEPTING, SIGNING, OR USING THIS CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.
- (4) IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE CARD. SAVE YOUR RECEIPT AND CANCEL THE CARD BY CALLING CUSTOMER SERVICE AND REQUESTING A REFUND CHECK, IF APPLICABLE.
- (5) BY USING THIS CARD, YOU ARE ALSO AGREEING TO PATHWARD®, NATIONAL ASSOCIATION'S PRIVACY POLICY (ATTACHED). PROGRAM MANAGERS MAY HAVE DIFFERENT PRIVACY PRACTICES, SO IT IS IMPORTANT YOU REVIEW THEIR POLICY AS WELL, IF APPLICABLE.

This Cardholder Agreement ("**Agreement**") sets forth the terms and conditions under which the BusyKid Visa® Prepaid Card ("**Card**") has been issued to you by Pathward®, National Association. "**You**" and "**your**" means the person or persons who have received and are authorized to use the Card as provided for in this Agreement. "**We**," "**us**," and "**our**" mean collectively, Pathward, National Association, a federally-chartered bank, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our Program Manager. "**Program Manager**" refers to Cliq, Inc., who performs certain services related to your Card on Pathward, National Association's behalf. The Card is nontransferable, and it may be canceled at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference. Your full fee schedule, otherwise known as the "**Long Form**," is attached to and considered part of this Agreement.

1. ABOUT YOUR CARD

Your Card is a prepaid card, which allows you or any authorized cardholder you have authorized to use the Card pursuant to Section 4.d. below, to access the funds loaded to your BusyKid Visa® Prepaid Card account associated with your Card ("**Card Account**"). The funds loaded to your Card Account can be accessed via the Card as allowed under the terms and conditions of this Agreement. You are the primary account holder and are responsible for the Card Account and use of the Card by any authorized cardholder or other user. You should treat your Card with the same care as you would treat cash. We encourage you to sign your Card when you receive it. This Card is intended for personal, family, or household use and not intended for business purposes. Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. You will not receive any interest on the funds in your Card Account. We may close your Card Account or refuse to process any transaction that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. You are responsible for notifying us immediately upon any change to your address, phone number, or email address. If your address changes to a non-US address, we may cancel your Card and return funds to you in accordance with this Agreement.

Pathward, N.A. will act as custodian of your funds upon its receipt of your funds. Once your Card is activated, you will be able to provide Pathward, as custodian, with instructions about the funds accessible through the Card. Activation of the Card authorizes us to hold your funds at Pathward or as 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 your funds being held by us at Pathward or placed by Pathward as custodian at other Program Banks, please immediately transfer or spend **all** the funds on your Card]. For more information on FDIC deposit insurance limits and related conditions, please refer to the Long Form section at the beginning of this Agreement.

2. VERIFYING YOUR CARD

Important information for opening a Card 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 a Card Account or receives a Card.

What this means for you: When you request a Card, we will ask for your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other documents at any time. You may be limited in use and features until we have been able to successfully verify your identity.

Eligibility and Activation: To be eligible to use and activate the Card, you represent and warrant to us that: (i) you are at least 18 years of age; (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.

3. UNAUTHORIZED TRANSACTIONS

a. Contact in Event of Unauthorized Transfer

If you believe your Card has been lost or stolen, call or write Customer Service IMMEDIATELY at the contact information found at the beginning of this Agreement.

b. Your Liability for Unauthorized Transactions

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

Also, if your electronic history shows transfers that you did not make, including those made by your Card or other means, tell us at once. If

you do not tell us within 60 days after the earlier of the date you electronically accessed your account (if the unauthorized transfer could be viewed in your electronic history), or the date we sent the FIRST written history on which the unauthorized transfer appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Your Card may have some additional protections against unauthorized use:

Visa Zero Liability policy covers U.S.-issued Visa-branded Cards only and does not apply to ATM transactions, PIN transactions not process by Visa, certain commercial card transactions, or unregistered cards. You must notify us promptly of any unauthorized use. For additional details visit www.visa.com/security.

c. Business Days

For purposes of this Agreement, our business days are Monday through Friday, excluding Federal holidays. Customer Service hours may differ.

4. USING YOUR CARD

a. Accessing and Loading Funds

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and applicable fees. 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. You may use your Card to purchase or lease goods or services wherever your Card is honored as long as you do not exceed the value available on your Card.

You CANNOT use your Card to: (i) exchange your Card for its cash value; (ii) perform any illegal transactions; (iii) use the bank routing number and account number to make a debit transaction with any item processed as a check (these debits will be declined, and your payment will not be processed); or (iv) make business-related transactions. In addition, YOU ARE NOT PERMITTED TO EXCEED THE AVAILABLE AMOUNT IN YOUR CARD ACCOUNT THROUGH AN INDIVIDUAL TRANSACTION OR A SERIES OF TRANSACTIONS. Nevertheless, if a transaction exceeds the balance of the funds available in your Card Account, you will remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. If your Card has a negative balance, any deposits will be used to offset the negative balance. We may also use any deposit or balance on another Card you have with us to offset a negative balance on this Card.

Loading the Card Account: You may add funds to your Card Account, called "loading," by through the BusyKid app. See the Limits table below for limitations on amount and frequency for the acceptable load method. Each load may be subject to a fee as set out in the Long Form. You cannot arrange to have funds transferred directly to your Card from a third party through an ACH load. We will reject any loads that exceed the maximum balance allowed on your Card. There are also maximum load restrictions we may place on your Card when aggregated with any other Cards you have. You agree to present your Card and meet identification requirements to complete load transactions as may be required from time to time.

Split Transactions: If you do not have enough funds available in your Card Account, you may be able to instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called "split transactions." Some merchants do not allow cardholders to split transactions or will only allow you to do a split transaction if you pay the remaining amount in cash.

b. Limits

Load, Withdrawal and Spend Limits*	
Load Limitations	Limit
Maximum Card balance at any time	\$2,000.00
Total number of times you can reload your Card for all loading methods	Five (5) times per twenty-four (24) hours, and thirty (30) times in a thirty (30) day period
Maximum Card load through the BusyKid App	\$500 per day and \$2,000 in a thirty (30) day period
Withdrawal Limitations	Limit
Total number of ATM cash withdrawals	Five (5) ATM Cash withdrawals in one (1) day
Maximum amount of ATM cash withdrawal	No more than \$810.00 per twenty-four (24) hours
Spend Limitations	Limit
Maximum amount in Point of Sale Signature or Point of Sale PIN Transactions	\$2,000.00 per day
* Third parties may impose additional limitations.	
Cash Back Limits	Limit
Per-transaction maximum cash back limit	\$2,000.00 per day
Other Limitations	Limit
Aggregate Limit (maximum aggregated transaction count limit for all transaction methods that may be completed on a Card within 1 business day.)	Fifty (50) per day

c. Foreign Transactions

If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued ("**Foreign Transaction**"), the amount deducted from your funds will be converted by the network or card association that processes the transaction

into an amount in the currency of your Card. 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 Long Form. If the Foreign Transaction results in a credit due to a return, we will not refund any fee that may have been charged on your original purchase.

d. Authorized Cardholder

Only one Card will be issued per Card Account. You may authorize another person to use your Card to access the funds in the Card Account (an "**Authorized Cardholder**"). Use of your Card by your Authorized Cardholder is subject to all the terms, conditions and restrictions set forth in this Agreement for use of your Card and Card Account.

Authorized Cardholders may register the Card in their name and may be subject to identity verification, depending upon the Card functionality provided. Use of the Card by an Authorized Cardholder is limited solely to making general purchases and withdrawals of funds from the Card Account. Unless we have approved otherwise, an Authorized Cardholder cannot load funds or direct anyone else to load funds to the Card or Card Account.

Ultimately, you will remain responsible under this Agreement for the Card Account, as well as use of the Card, and all transactions made therewith, by the Authorized Cardholder, regardless of whether you intended to be responsible for all of them, as well as all associated fees and charges, even if any of those transactions, fees or charges caused your balance to go negative.

5. CONFIDENTIALITY

We may disclose information to third parties about your Card or Card 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 Card or Card 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.

6. DOCUMENTATION

a. Receipts

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

b. Account History and Balance

You may obtain information about your Card balance by calling Customer Service. This information, along with a 12-month history of account transactions, is also available through the BusyKid app which can be downloaded at www.busykid.com.

You also have the right to obtain at least 24 months of written history of account transactions by calling or by writing Customer Service. You will not be charged a fee for this information unless you request it more than once per month.

7. TRANSACTIONS AND PREAUTHORIZED TRANSFERS

a. Right to stop payment and procedure for doing so

If you have told us in advance to make regular payments out of your Card Account, you can stop any of these payments. Call or write to Customer Service with the contact information located at the beginning of this Agreement in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you for each stop-payment order you give (see your Long Form for applicable charges).

b. Notice of varying amounts

If these regular payments vary in amount, the person you are paying should tell you, at least 10 days before each payment, when it will be made and how much it will be.

c. Liability for failure to stop payment of preauthorized transfer

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

d. Our liability for failure to complete transactions

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

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

e. ATM Fees

When you use an ATM not owned by us, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

f. Preauthorized Credits

The Card Account does not accept direct deposits, including prearranged direct deposits.

g. Authorization Holds

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card 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.

8. ERROR RESOLUTION PROCEDURES

In Case of Errors or Questions about Your Prepaid Account: Call or write Customer service at the Phone Number, Address, or Website mentioned above as soon as you can, if you think an error has occurred in your prepaid account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. In any case, we may limit our investigation of any alleged error that you do not report to us within 120 days of the posted transaction. You may request a written history of your transactions at any time by calling or writing Customer Service. You will need to tell us:

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call Customer Service or visit our Website.

9. ADDITIONAL TERMS OF THE AGREEMENT

a. Personal Identification Number ("PIN")

You will receive a Personalized Identification Number ("PIN"). Please refer to the card carrier for more information about your PIN. You can change this number at any time after activating your card. Your PIN is a security feature that functions as your signature; identifying you as the proper user of the Card and authorizing any transaction that you make via the 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 contact Customer Service immediately.

b. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, 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 for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

c. Card Replacement and Expiration

If you need to replace your Card for any reason, please contact Customer Service. See Long Form for applicable fees. Please note that your Card has a "Valid Thru" date on the front of the Card. You may not use the Card after the "Valid Thru" date on the front of your Card. However, even if the "Valid Thru" date has passed, the available funds on your Card do not expire. You will not be charged a fee for replacement cards that we send due to expiration of the Card.

d. Authorized Users

If you or your Authorized Cardholder allow another person to use the Card, you will be responsible under this Agreement for all transactions made by that person, regardless of whether you intended to be responsible for all of them, as well as all associated fees and charges, even if any of those transactions, fees or charges caused your balance to go negative.

e. Communications

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

f. Children's Privacy.

Certain marketing and other activities are conducted by BusyKid, Inc. ("BusyKid"). BusyKid is not a Financial Institution, and is a separate entity from us and the Program Manager, and maintains its own relationship with each cardholder. Unlike BusyKid, neither we nor the Program Manager will knowingly collect or solicit any personal information from children under the age of 13. Further, neither we nor the Program Manager direct any of their online services, including without limitation, websites appearing at www.cliq.com and www.pathward.com, at or toward children under the age of 13. If you have questions concerning the use of your child's information for marketing purposes, please consult BusyKid's Privacy Policy (available at www.busykid.com/privacy-and-terms/) and/or contact BusyKid directly at: BusyKid 3200 N. Hayden Road, #310, Scottsdale, AZ 85251, Email: help@busykid.com.

10. 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 Card at any time by contacting Customer Service. Your request for Card closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Card Account be closed, we will issue you a credit for any unpaid balances, subject to fees as disclosed in the Long Form. We reserve the right to close your Card Account should you complete or attempt to complete any of the prohibited actions in this Agreement.

c. Assignability

You may not assign or transfer your Card 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.

d. Legal Process

Your Card 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 Card 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.

e. Other Terms

You will be notified of any change to this Agreement in the manner required 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 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 will not be affected. This Agreement will be governed by the law of the state of South Dakota (without regard to the laws regarding conflicts of laws) except to the extent governed by federal law. With the exception of disputes subject to the Arbitration Clause below, any disputes relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the federal and state courts located in the state of South Dakota. You acknowledge and agree that we shall have a right of setoff to apply the funds in your Card Account to any debt that you owe to us. You further grant us a security interest in all of your funds in our possession as collateral for any sums that you owe us under this Agreement. Should your Card have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency.

11. 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 WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION CLAUSE SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL WAIVER.

12. ARBITRATION CLAUSE

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

Background and Scope.		
Question	Short Answer	Further Detail
What is arbitration?	An alternative to court	In arbitration, a neutral third-party arbitrator ("Arbitrator") solves Disputes in an informal hearing on an individual basis.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
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 establish the Card Account. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and last four numbers of the Card. State that you "opt out" of the Arbitration Clause. Opting out will not affect the other provisions of this Agreement.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate individually or require individual arbitration of any "Dispute" as defined below.
Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries, affiliates, and their successors and permitted assigns; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.

What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	This Arbitration Clause governs all “Disputes” that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word “Disputes” has the broadest reasonable meaning. It includes all claims even indirectly related to your Card and Card 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. 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.
Who handles the arbitration?	Usually AAA or JAMS	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: <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. 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.
Can Disputes be litigated?	Sometimes	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. 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.
Are you and we giving up any rights?	Yes	For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to: <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	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.
What law applies?	The Federal Arbitration Act (“FAA”)	This Agreement and the Card and Card 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.
Will anything I do make this Arbitration Clause ineffective?	No	This Arbitration Clause stays in force even if: (1) you or we end this Agreement; (2) we transfer or assign our rights under this Agreement, or (3) a party files for bankruptcy (if bankruptcy law permits).
Process.		
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the	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

	Dispute	the notice and must provide your name, address, email address and last four digits of your Card , and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers, such as a motion to compel arbitration. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop unless a court rules otherwise.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award.
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.

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FACTS

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

Why?

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

What?

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

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

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

How?

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

Reasons we can share your personal information	Does Pathward share?	Can you limit this sharing?
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	No	We do not share

Questions?

Call 833-898-0023 or go to www.pathwardprivacypolicy.com

Who we are	
Who is providing this notice?	Pathward Financial, Inc., and Pathward, National Association (together, "Pathward").
What we do	
How does Pathward 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 limit access to information to those employees for whom access is appropriate
How does Pathward collect my personal information?	We collect your personal information, for example, when you <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 We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <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 State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ <i>Pathward does not share with affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ <i>Pathward does not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ■ <i>Our joint marketing partner(s) include nonaffiliated financial companies that we may partner with to jointly market financial products or services to you.</i>
Other important information	
<p>For California and Vermont Residents: We will not share personal information we collect about you with affiliated and nonaffiliated third parties, except as permitted by law, including, for example, for our own marketing purposes, our everyday business purposes, or with your consent.</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>	