Account Opening and Usage	Minimum deposit needed to open Account	**$0.00**
	Monthly Fee	**$5.00** Standard monthly service fee. The Monthly Fee assessment date starts on the date you initially fund the Account.
	The Monthly Fee is waived if you receive Direct Deposits of payroll and/or government benefit payments totaling at least $500 during the monthly fee cycle *before* the fee is charged. For example, to waive an April 15 fee, you must receive $500 in Direct Deposits between March 15 and April 14.	
ATM Fees *(When you use an out-of-network ATM, you may be charged surcharge fees and you may be charged a Balance Inquiry Fee even if you do not complete a funds transfer.)*	ATM Cash Withdrawal Fee – Domestic	**$2.95** For each withdrawal conducted at an ATM in the U.S.; however, this fee is waived for the first withdrawal conducted at a MoneyPass® Network ATM each calendar month.
	ATM Cash Withdrawal Fee – International	**$4.95** For each withdrawal conducted at an ATM outside the U.S.
	Balance Inquiry Fee – ATM Domestic	**$1.00** For each balance inquiry conducted at an ATM in the U.S.
	Balance Inquiry Fee – ATM International	**$1.00** For each balance inquiry conducted at an ATM outside the U.S.
	Tips to avoid ATM Fees: 1. Visit any MoneyPass Network ATM in the U.S. ("**in-network ATM**") to avoid paying a fee assessed by the ATM owner ("surcharge fees"). ATM Cash Withdrawal Fee and Balance Inquiry Fee may apply. Visit your OAC for a list of **in-network ATMs**. 2. Select "DEBIT" and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores.	
Optional Debit Card Overdraft Service *(This optional service has Accountholder activation and eligibility requirements. See the Deposit Account Agreement for information.)*	Overdraft Fee	**$20.00** Per transaction.
	Maximum Number of Overdraft Fees	**5 per Calendar Month / 45 per Annual Period**
	Overdraft Fee Threshold	**$10.00** **Once an Overdraft transaction is settled, and creates a negative Actual Balance greater than ten dollars ($10.00), you will have twenty-four (24) hours to add sufficient funds to your Account to bring your Account back to a zero or positive Actual Balance to avoid incurring any Overdraft Fee(s) ("Grace Period").** *Please see your Deposit Account Agreement for additional information on avoiding Overdraft Fee(s).*

Fee Schedule Continues on next page.

Processing Policies	Funds Availability Policy (*When funds deposited to your Account are available and the order in which withdrawals and deposits are processed.)*	Transactions are generally processed as follows: • Direct Deposits and any other ACH credits are available 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 Account in the order of lowest to highest dollar amount if multiple ACH debits are present in a single ACH file that we process or if multiple ACH debits are received with an effective date in the future. • Debit transactions received during the day are debited as they occur if there is a sufficient Available Balance in your Account to pay them. • Accrued interest is paid the day after the end of the quarter. • Fees for services we provide that have not already been debited from your Account are deducted from your Available and Actual Balance. • Generally, funds that we receive from you through eligible third-party service providers will be available to you within one (1) hour from the time we receive them from the third-party service provider. **Other Types of Deposits.** Timing will be disclosed at the time other deposit options are offered to you. **This represents our general policy.** For specific details, please see the "*Funds Availability*" section in the Deposit Account Agreement.
	Business Day	Any day of the week that is not a Saturday, Sunday, or federal holiday. Non-Business Days are considered part of the following Business Day.
Additional Account Support	Direct Deposit Fee	**$0.00**
	Balance Inquiry Fee – OAC, Mobile App, Email, or Text Message	**$0.00** Standard text message or data rates may apply.
	Balance Inquiry Fee – Telephone Automated Service	**$0.00**
	Balance Inquiry Fee – Telephone Customer Service Agent	**$0.00** Per inquiry conducted through a Customer Service Agent.
	Over-the-Counter Cash Withdrawal Fee at a financial institution	**Greater of 1% of the withdrawal amount or $2.95, not to exceed $9.95** Per withdrawal, plus the Foreign Transaction Fee (if any), at a bank location. A fee may also be assessed by a financial institution that is not a member financial institution (e.g., Visa or Mastercard).
	Over-the-Counter Cash Withdrawal Fee at a Netspend Network location	Fees are determined and assessed by third parties and not the Bank. Fees, limits, and service availability vary by location. Visit your OAC for details.

Fee Schedule Continues on next page.

Additional Account Support *(Cont.)*	Money Transfer Service Fee		**$3.00 per transaction of $20.00 or more; $1.50 per transaction of under $20.00** Per any outgoing money transfer from your Account initiated through a third-party service such as Venmo, CashApp, PayPal, Western Union or other similar money transfer services. The service provider may charge additional fees.
	Additional Statement Mailing Fee		**$5.95** Per statement requested. **$0.00** To view or print your statement on the OAC.
	Replacement Card Fee		**$3.95** Per replacement requested for lost, stolen, or damaged Cards.
	Additional Card Fee		**$3.95** Per additional Card requested.
	Custom Card Fee		**$4.95** Per custom Card requested.
	Card Delivery Fee	7-10 Business Days	**$0.00**
		3 Business Days	**$20.00**
		1-2 Business Days	**$25.00**
	Account Closure Fee		**$15.00** Per check for the return of funds at Account closure.
	Decline Fee – ACH Debit or Preauthorized Payment Transactions		**$0.00** Per declined ACH debit or preauthorized payment transaction.
	Stop Payment Fee – ACH Debit or Preauthorized Payment Transactions		**$1.00** Per stop payment requested.
	Foreign Transaction Fee		**3.0%** Fee assessed on all purchase transactions and cash withdrawals conducted outside of the U.S.; and is based on U.S. dollar amount of the transaction. For cash withdrawal transactions, the surcharge is in addition to the International ATM Cash Withdrawal Fee.
Funds Transfer	Account-to-Account Transfer Fee – Online		**$0.00** Per transfer conducted through the OAC.
	Account-to-Account Transfer Fee – Customer Service Agent		**$4.95** Per transfer conducted through a Customer Service Agent.
Dispute Resolution	**If you have questions or would like additional information** Please visit the OAC or call us at 833-954-1605. We will be happy to assist you. In addition, the Deposit Account Agreement governs the terms and conditions of Account(s) with us. Please refer to the Agreement for complete Account details.		

Fee Schedule Continues on next page.

Other Service Fees	Bill Payment Fee	Visit your OAC for a full range of bill payment options, including ACH Debit/ Preauthorized Payment transactions. Depending on the bill payment service you select, a fee may be assessed to your Account and will be disclosed to you prior to use of the service. Certain fees are determined and assessed by third-party service providers.
	Funds Transfer Fee	Visit your OAC for a full range of transfer options between your Account and another account or third party. Depending on the transfer service you select, a fee may be assessed to your Account or to the transferor. The fee may be determined by a variety of factors set by the service provider, such as speed, amount, or destination. Some of the fees are assessed by third parties or the originating bank, and are not assessed by Bank.

Deposit Account Agreement

IMPORTANT – PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY AND KEEP IT FOR YOUR RECORDS

This consumer deposit account agreement ("**Agreement**") governs your DEEPBLUE™ Debit Account ("**Account**") offered by Republic Bank & Trust Company, Member FDIC. By opening or maintaining an Account with us, you accept and agree to be bound by the terms and conditions of this Agreement. This Agreement includes the following disclosures: (i) the Schedule of Account Fees and Terms, (ii) Electronic Signatures in Global and National Commerce Act ("**E-SIGN**") Disclosure, (iii) our Privacy Policy, and (iv) any additional disclosures regarding your Account and/or related features or services that the Bank may provide to you from time to time. Fees referenced throughout this Agreement can be found in the Schedule of Account Fees and Terms included below and on www.deepbluedebit.com.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION THAT AUTHORIZES EITHER PARTY TO ELECT MANDATORY AND BINDING ARBITRATION OF CERTAIN DISPUTES. THE TERMS OF THE ARBITRATION PROVISION ARE SET FORTH IN SECTION 19(e) ENTITLED "RESOLUTION OF DISPUTES BY ARBITRATION." PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. THE ARBITRATION PROVISION WILL IMPACT THE WAY CERTAIN DISPUTES ARE HANDLED. FOR EXAMPLE, FOR ANY CLAIM SUBJECT TO ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION.

1.DEFINITIONS

When used in this Agreement:

a. "**Access Device**" means your Card, PIN, Password, and any other code or device that we make available to access your Account.
b. "**Account Opening Date**" means the date that you have completed the steps necessary to open and use your Account, as outlined in section 3 labeled "Information about You and Your Account."
c. "**Accountholder**," "you," and "your" mean you, the customer who owns the Account.
d. "**ACH**" means the Automated Clearing House network, a funds transfer system governed by the NACHA (National Automated Clearing House Association) rules, that provides funds transfer services to participating financial institutions.
e. "**Actual Balance**" is the aggregate amount of funds in your Account according to our records and includes electronic credits and all deposits, and is shown as "Balance" in the Online Account Center (OAC). Your Actual Balance may be different than your Available Balance.
f. "**Annual Percentage Yield**" or "**APY**" is the total amount of interest paid on an Account, based on the interest rate and the frequency of compounding for a three hundred sixty-five (365) day period (three hundred sixty-six (366) day period in a leap year), and is expressed as a percentage.
g. "**Annual Period**" is a recurring twelve (12) month period that ends on the anniversary of your Account Opening Date. During this Annual Period, we limit the number of Overdraft Fees we will assess you and suspend your Overdraft Service when you reach your Annual Fee Cap (e.g., If your Account Opening Date is January 1, 2026, your Annual Period ends on December 31, 2026

h. and resets on January 1, 2027). The Account Opening Date is provided on the Overdraft Service page in the OAC and Mobile App for reference. See the section labeled "Optional Features and Services" for details on your Annual Fee Cap, the results of hitting the Annual Fee Cap during the Annual Period, and Overdraft Service eligibility requirements.

i. "**ATM**" means Automated Teller Machine.

j. "**Available Balance**" is the amount of funds available for withdrawal and authorizing transactions, which may be different than your Actual Balance. The Available Balance is reduced by (i) the amount of pending transactions, such as a point-of-sale transaction; (ii) funds on hold in accordance with our funds availability policy; (iii) our receipt of notice that a transaction will be presented or returned; or (iv) our receipt of legal process relating to your Account.

k. "**Average Daily Balance**" is determined by taking the Actual Balance in the Account as of the cutoff time on a Business Day for each day in the statement period, adding those balances together, and then dividing by the number of days in the statement period.

l. "**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 mean calendar days unless indicated otherwise. Non-Business Days are considered part of the following Business Day.

m. "**Card**" means the debit card that may be used to access your Account as further described in the section below titled "Electronic Funds Transfer Services."

n. "**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.

o. "**EFT**" means electronic funds transfer transactions.

p. "**Financial Service**" means your Account or any financial product or service made available through the OAC or Mobile App or otherwise in connection with your Account.

q. "**Item**" means service charges, electronic items or transactions, 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.

r. "**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.

s. "**Netspend**" refers to Netspend® Corporation, who performs certain services related to your Account on our behalf.

t. "**Online Account Center"** or "**OAC**" means the website made available to you by the Bank or its service provider appearing at www.deepbluedebit.com, through which you may obtain information regarding, and otherwise manage, your Account.

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

v. "**PIN**" means a Personal Identification Number used in connection with your Card to conduct Account transactions, as further described in the section below labeled "**Electronic Funds Transfer Services**."

w. "**Schedule of Account Fees and Terms**" or "**Fee Schedule**" refers to the document listing fees applicable to your Account, which is attached at the end of this Agreement.

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

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

z. "**We**," "**us**," "**our,**" and "**Bank**" mean Republic Bank & Trust Company, Member FDIC.

Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

2. INTRODUCTION

a. Your Account is a Demand Deposit Account. Your Account is to be used only for personal, family, or household use, and is not designed or intended for business use. We may close your Account if we determine that it is being used for business purposes.

b. Service Charges. You agree to pay the charges as shown on the Schedule of Account Fees and Terms. As these charges are incurred, we will deduct the charges directly from your Available and Actual Balance. We will not be liable for dishonor of any Item resulting from our deduction of any charges as authorized by this Agreement.

NOTE: Fees assessed to your Account may bring your Actual and/or Available Balance negative. Any time your Actual Balance is less than the fee amount being assessed to your Account or your 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.

c. Changes to this Agreement. 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, we may make changes 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. If you do not wish to be bound to the changes, you may close your Account as provided in this Agreement. You can obtain a copy of our current Agreement through the OAC or by calling 833-954-1605.

d. Compliance with Laws and Regulations. When you do business with us, you agree to comply with all applicable laws, regulations or ordinances, and orders of governmental and governing authorities, including federal and state privacy laws and anti-money laundering laws. You agree not to use your Account or any related features or services, including your Card, for any unlawful purpose, including unlawful internet gambling.

e. Our Relationship. This Agreement does not create a fiduciary relationship. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence.

3. INFORMATION ABOUT YOU AND YOUR ACCOUNT

a. Personal Information at Account Opening.

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, address, date of birth, and government ID number. We may also ask to see your driver's license or other identifying documents.

All Accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. We may validate the information you provide to us to ensure we have a reasonable belief of your identity. If we are not able to verify your identity to our satisfaction, we will not open your Account or we may close the Account if it was previously funded. 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: By applying for, maintaining, and using this Account, you represent and warrant to us that: (i) you are a citizen or permanent resident of the fifty (50) United States ("U.S.") or the District of Columbia who can lawfully enter into and form contracts under applicable law in the state in which you reside; (ii) the personal and financial information that you have provided to us is true, correct, and complete; and (iii) you have read this Agreement and agree to be bound by, and comply with, its terms.

b. Opening an Account. In order to open an Account, you must provide all of the personal and financial information required from you and pass the mandatory identity verification described above. In addition, you must activate the Card you received from us in connection with your Account. To activate your Card, you must call 833-954-1605 or visit www.deepbluedebit.com. You will select a PIN when you activate your Card.

c. ADDRESS OR NAME CHANGES. WHEN YOU OPEN AN ACCOUNT WITH US, YOU GIVE US INFORMATION ABOUT YOURSELF AND CONFIRM THAT IT IS CORRECT. WE WILL RELY ON THAT INFORMATION UNTIL YOU NOTIFY US OF A CHANGE AND WE HAVE A REASONABLE TIME TO ACT ON THE NEW INFORMATION. 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. ANY NOTICE OF CHANGE OF ADDRESS OR NAME REQUIRED BY THIS AGREEMENT MAY BE PROVIDED TO US BY CALLING 833-954-1605 OR VISITING THE OAC. WE WILL ATTEMPT TO COMMUNICATE WITH YOU ONLY BY USE OF THE MOST RECENT CONTACT INFORMATION YOU HAVE PROVIDED TO US. YOU AGREE THAT ANY NOTICE OR COMMUNICATION SENT TO YOU AT AN ADDRESS NOTED IN OUR RECORDS SHALL BE EFFECTIVE UNLESS WE HAVE RECEIVED AN ADDRESS CHANGE NOTICE FROM YOU WITH REASONABLE TIME TO ACT UPON IT.

d. Account Ownership. The Account may only be owned and titled in the name of one individual. Account ownership is non-transferrable. The Account cannot be owned or titled jointly, by an organization, as Payable on Death or In Trust For.

e. Account Statements. You will be able to review Account transactions and Account statements through the OAC. You should review your transaction history regularly to protect your rights, including your right to dispute transactions that you believe are unauthorized. We will send you an email that your Account statement is available on the OAC, and the Account statement shall be deemed received on the date that it is posted to the OAC. Account statements will be made available for each monthly cycle in which

an EFT has occurred. If no EFT has occurred, a periodic statement will be provided at least quarterly. If your Account is dormant, we may stop sending you Account statement emails, posting statements to the OAC, or both (see the "*Unclaimed Property – Accounts Presumed Dormant or Abandoned*" section for more details on inactive Accounts).

WE WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES AS A RESULT OF: (I) YOUR FAILURE TO PROMPTLY NOTIFY US OF A CHANGE IN YOUR EMAIL ADDRESS; (II) YOUR FAILURE TO PROMPTLY NOTIFY US IF YOU ARE UNABLE TO ACCESS THE OAC OR YOUR STATEMENT; OR (III) YOUR FAILURE TO MAKE ARRANGEMENTS TO ACCESS THE OAC AND OBTAIN YOUR STATEMENT. YOU ARE RESPONSIBLE FOR THE ACCURACY OF YOUR STATEMENT WHETHER OR NOT IT IS REVIEWED.

f. Closing an Account. You agree to notify us of your intention to close your Account, and we reserve the right to request that your notice be in writing that affirmatively acknowledges that closing the Account could affect your receipt of Financial Services. After an Account is closed, we have no obligation to accept deposits or pay any outstanding Items, but we may do so at our option. You agree to hold us harmless for refusing to honor any Item on a closed Account. **The Bank reserves the right to refuse to return any remaining Actual Balance amount less than $1.00.**

As explained in further detail in the E-SIGN Disclosure, authorization to electronically receive any and all communications or disclosures related to your Account and any related products and services is a condition of the Account, meaning that if you revoke your consent to receive such communications and disclosures electronically you understand that we will immediately close your Account.

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. If we close your Account, we will, unless otherwise required by law, send you a check for your final Actual Balance, if any, minus any applicable Account fees and charges. An Account Closure Fee may be assessed if funds are returned to you via check. Please refer to the Schedule of Account Fees and Terms at the end of this Agreement for a complete listing of the fees applicable to this account. If your Actual 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 and termination of this Agreement.

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

4. TRUTH-IN-SAVINGS DISCLOSURE

a. **Rate Information:** There is no interest rate on your Account.

b. **Balance Information.**

(i) **Minimum Balance Requirements:** No minimum balance is required to open or maintain an Account or avoid the imposition of any fees.

c. **Fees**.

(i) Fees apply to this account. Please refer to the Schedule of Account Fees and Terms at the end of this Agreement for a complete listing of the fees applicable to this account.

5. DEPOSITS

a. FDIC Insurance. The funds on deposit in your Account are insured by the Federal Deposit Insurance Corporation ("**FDIC**") up to applicable limits. The FDIC website at www.fdic.gov allows you to determine the amount of your deposits which are insured. For more information, please contact the FDIC directly at 1-877-ASKFDIC (1-877-275-3342). FDIC insurance protects against the failure of Republic Bank & Trust Company, not the failure of Netspend. Netspend, a financial technology company, is not a bank and is not FDIC insured.

b. Deposit Methods. You can make deposits to your Account by one of the following methods:

Deposit Method	Limit	Frequency
Direct Deposit or ACH transfers from a third-party financial institution	No limit (*Manual review may be conducted on deposits exceeding $15,000.00.*)	None.
Cash remittances sent to us through the Netspend Network	$7,500.00	Per transaction.
	$7,500.00	Per day.
	$15,000.00	Per thirty (30) day period.

Cash remittances sent to us through an eligible third-party money transmission service provider	Limit and frequency of deposits varies based on service selected; please see third-party service terms and conditions for limits specific to the service selected.
Check deposits sent to us through an eligible mobile check deposit service provider	Limit and frequency of deposits varies based on service selected; please see third-party service terms and conditions for limits specific to the service selected.
Funds transmitted to us electronically through an eligible third-party money transmission service provider (e.g., a non-ACH transfer through a third-party service provider)	Limit and frequency of deposits varies based on service selected; please see third-party service or third-party financial institution terms and conditions for limits specific to the service selected.

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

c. Accepting Deposits.

You authorize us to deposit to your Account Direct Deposits and any other amounts received for your benefit. We shall have the right to forward Items to correspondents, including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such Items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearing house rules, you specifically authorize us to handle such Items in accordance with the rules and regulations of the clearing house. No other person can deposit money into your Account on your behalf, and we reserve the right to reject any such deposit. We will not accept any checks, money orders, or cash mailed 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. All deposits are received electronically and processed at our processing facility. All Items sent to us for deposit are payable only in U.S. dollars.

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

All deposits are posted to your designated Account conditionally, subject to our receipt of final payment. If final payment is not received on any Item you deposited to your Account, or if any Direct Deposit, ACH credit, or EFT to your Account is reversed by the originating financial institution for any reason, you agree to pay us the amount of the reversed deposit, and you authorize us to debit any Account with us of which you are an owner, without prior notice and at any time, for the amount of the reversed deposit and any returned Item. You also authorize us to debit your Account for any applicable fee assessed by us, any interest paid on the deposit, and any other fee we pay or loss we incur. We may also use any other legal remedy to recover the amount you owe us.

We are not responsible for any transactions until we actually receive and post the transaction to your Account. We are not liable for the default or negligence of our duly selected agents or correspondents, nor for losses in transit. We may, at our discretion, refuse to accept funds for deposit to your Account for any reason, and we may, at our discretion, return such funds to the originator.

d. Funds Availability.

The availability of your deposit varies depending on the type of deposit and is explained below. Availability or use of funds deposited to the Account may be delayed or denied in the event of technology malfunctions, or pursuant to our compliance with or discharge of legal or regulatory responsibilities, or as otherwise provided in this Agreement.

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

(i) Generally, your deposits and withdrawals are processed as follows:

(1) Unless manual review is needed, Direct Deposits and any other ACH credits are added to your Available and Actual Balance at the time we receive and process the applicable ACH file or at the time we receive pending deposits that are immediately available for your use. You may arrange to have funds transferred by ACH to your Account by your employer or other appropriate payor. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five (5) Business Days after we receive the deposit.

(2) ACH debits are deducted from your Available and Actual Balance in the order of lowest to highest dollar amount if multiple ACH debits with the

same effective date are present in a single ACH file that we process or if multiple ACH debits are received with an effective date in the future. ACH debits that exceed your Actual Balance at 8:00 PM Central Time will be returned.

(3) Transactions received during the day are processed as they occur. PIN or signature debit card transactions, including any applicable transaction fees, received during the day are debited from your Available Balance as they occur if there is a sufficient Available Balance in the Account to pay them. **Please note: Your Available Balance may not reflect every transaction you have initiated or previously authorized (e.g., preauthorized debit transaction holds that are later released). Your Actual Balance reflects all transactions that have settled.**

(4) **When applicable, accrued interest is paid the day after the end of the quarter.**

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

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

(7) **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.

(8) **YOU CANNOT MAKE ANY KIND OF DEPOSIT THROUGH ANY ATM.** Note that after we make funds available to you, and you have spent, sent, or withdrawn all or a portion of the funds, you are still responsible for any problems involving your deposit. If you have arranged to have Direct Deposits made to your Account, you may call us at 833-954-1605 to find out whether or not the deposit has been made. There may be a fee associated with calling Customer Service. For information about the fee, see the Schedule of Account Fees and Terms below.

6. USING YOUR ACCOUNT

Each time you use your Account to conduct a transaction, including any Card transaction, you authorize us to reduce the Available Balance in your Account by the amount of the transaction and any applicable fees. You may not exceed the Available Balance in your Account through an individual transaction or a series of transactions – unless we decide, in our sole discretion, to authorize such transaction(s) because you have (i) qualified for Purchase Cushion coverage or (ii) opted to participate in and have qualified for the Debit Card Overdraft Service. If you do not qualify for either the Purchase Cushion or the Debit Card Overdraft Service (each defined in more detail below), and any transaction(s) exceeds the balance of the funds available in your Account, you will remain fully liable to us for the amount of the transaction(s) and any applicable transaction fee(s). You agree to pay us promptly for the negative balance. If you have not deposited sufficient funds to your Account to cover the negative balance within sixty (60) days of its creation, we may close your Account. Additionally, we have the right to pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Account(s) you may have with us. In all instances described above, deposits to your Account may be made via any of the deposit methods described in this Agreement.

You are responsible for all obligations arising out of the ownership and maintenance of your Account, including the amount of any deposits to the Account and for which the Account was credited, any negative balances on your Account, any service charges to the Account, or losses arising from the breach of any representation or warranty you make to us in this Agreement or under applicable law, and the costs we incur to enforce our rights under this Agreement or to collect any sum you owe us under this Agreement, including, to the extent permitted by law, our reasonable attorneys' fees.

a. Limitations on Withdrawals. We may refuse to allow any withdrawals without the Bank creating liability to you if (i) we have a concern that one or more transactions on your Account may have been unauthorized, fraudulent, or illegal; (ii) there is a dispute concerning the Account that makes us uncertain regarding the instructions that have been given; (iii) the Account is garnished or attached; (iv) the Account has been pledged to the Bank as collateral for a debt; (v) the availability of the funds on deposit cannot be verified; (vi) any required documentation has not been presented; or (vii) you have failed to repay an obligation to us on time or the withdrawal would consist of money owed to us.

b. No Check Writing. Your Account does not offer a check writing feature. You may not write checks on your Account, or order checks for your Account from us or any other source. Any transactions to your Account that involve a check drawn on your Account, including written checks, check by phone, or third-party authorizations that come through as a check, will not be honored. When providing Account and routing

numbers to merchants to make a payment (whether in person, electronically, or over the phone) you need to ensure that the merchant is using the ACH system to process the transaction as an electronic debit, as ACH is an accepted form of payment for your Account. If the merchant processes a payment as a check, the check will be rejected and not paid. You may be charged a fee by the merchant if this happens. You may not use your Card number or your Account number and our routing number in connection with the creation and/or negotiation of any financial instruments, such as checks, which we have not authorized.

7. ELECTRONIC FUNDS TRANSFER SERVICES

a. Types of Transactions. We offer the following types of EFT services for your Account.

(i) **Direct Deposits.** You can arrange for Direct Deposits to your Account (see the "*Deposits*" section for more information).

(ii) **Preauthorized Credits/Debits.** We accept, on your behalf, preauthorized credits and debits to your Account which allow unrestricted activity. You may also arrange for recurring payments to merchants and other parties using bill pay services made available through eligible third-party bill payment service providers. We may conduct these transactions via ACH transfer. Each of these services has unique fees associated with the transaction – please see the Schedule of Account Fees and Terms below. When you provide the party initiating the withdrawal or deposit with advance authorization to make recurring ACH transfers to or from your Account, the transfers are referred to as "**preauthorized transfers**." Because these preauthorized transfers are performed electronically through the ACH, they are governed by federal regulations pertaining to EFT services. These regulations entitle you to certain benefits and protections in connection with the EFT services, such as the right to receive a copy of your written authorization to debit your Account from the party that obtains it.

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

(1) **Cash Access.** With your PIN, you may use your Card to obtain cash from any ATM or any Point-of-Sale ("**POS**") device, if and as permitted by the relevant merchant, bearing an acceptance mark displayed on the Card. ATM transactions are treated as cash withdrawal transactions. You may also obtain your Available Balance through certain ATMs. A fee may be associated with the use of your Card to obtain cash or Available Balance information. For information about these fees, please see the Schedule of Account Fees and Terms below. 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 "*Limitations on Transfers.*" 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 disbursement. Cash withdrawals may also be subject to varying daily limits at the terminal owner's discretion. If you use your Card and PIN to obtain Available Balance information through an ATM, please note that the Available Balance information provided may not reflect recent transactions and may include funds that are not available for immediate withdrawal.

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

(A) 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. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorized amount will result in the placement of a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. If we do not receive the final payment amount, the preauthorized amount on hold will remain in place for thirty (30) days. During a hold period, you will not have access to the preauthorized amount. You do not have the right to stop payment on any purchase or payment transaction initiated by use of your Card, except as otherwise permitted in this Agreement. If you authorize a transaction and then fail to complete the transaction, the approval may result in a hold.

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

(C) We are not responsible in any way for any goods or services you decide to purchase, including, without limitation, their quality, safety, legality, or delivery. We will not become involved in any dispute involving such goods or services. You also agree to release us and our respective directors, officers, employees, and agents from any and all claims, demands, and damages between persons using and accepting the Cards issued to you, including any claims, demands, or damages arising out of or related to the purchase or sale of goods or services.

(D) If you use your Card number without presenting your Card (such as for a mail order, telephone, or internet purchase), the legal effect will be the same as if you used the Card itself.

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

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

b. Limitations on Transfers.

For security reasons, we may limit the amount or number of transactions you can conduct using your Account. The following limitations apply to the transaction and transfer methods applicable to your Account.

Spend Method	Limit	Frequency
Point-of-Sale Purchase Transactions (PIN-based or Signature-based)	$5,000.00	Per transaction.
Cash Withdrawals at a Financial Institution or Netspend Network location (OTC Cash Withdrawal)*	$5,000.00	Per transaction.
ATM Cash Withdrawals (domestic or international)*	$400.00	Per transaction.
	$1,000.00	Per day; however, each year during which you elect to have your tax refund value loaded to your Card Account, this limit is increased to $2,100.00 per day for the period of January 1 to May 1 of that year.

Funds transmitted to a third party (person or account) electronically by an eligible third-party money transmission service provider (e.g., a non-ACH transfer through a third-party service provider)	Limit and frequency of deposits varies based on service selected; please see third-party service or third-party financial institution terms and conditions for limits specific to the service selected.
Preauthorized Debits to a third party (person or service provider)	Limit and frequency of deposits varies based on service selected; please see third-party service or third-party financial institution terms and conditions for limits specific to the service selected.

**Additional limits may be imposed by ATM owners or other third parties.*

c. Virtual Card.To purchase or lease goods or services or make payments by telephone or online, without needing to provide your actual Card number, you may request up to six (6) active Virtual Cards connected to your Account. You must first activate your Card with us before you can request a Virtual Card (see the section labeled "*Opening an Account*" for instructions on how to activate your Card).

A Virtual Card consists of a 16-digit card number, a 3-digit security code, and an expiration date. Each Virtual Card expires one (1) year from the last day of the calendar month during which the Virtual Card was created (e.g., a Virtual Card created on August 24, 2026 will expire on August 31, 2027). All use of your Virtual Card will be subject to the terms and conditions of this Agreement.

d. Using your Card for International Transactions.If you use your Card to obtain cash or to purchase goods or services in another country, the amount of the charge in foreign currency (i.e., any currency other than U.S. dollars) will be converted to a U.S. dollar amount by the applicable network (e.g., Visa, Mastercard, etc.). In making this conversion, the network will use the procedures set forth in its operating regulations. Conversion to U.S. dollars may occur on a date other than the date of the transaction; therefore, the currency conversion rate may be different from the conversion rate in effect on the transaction date. You understand that we do not determine the currency conversion rate that is used, and we do not receive any portion of the currency conversion rate. Each of these transactions will be subject to a Foreign Transaction Surcharge as set forth in the Schedule of Account Fees and Terms below.

e. Rejected Funding Transactions.Payments are made solely out of funds on deposit with the Bank in accordance with this Agreement. If you are the recipient of a transfer from another Bank customer, and the sender reverses or charges back a transaction used to fund your transfer, we may immediately and without notice or presentment debit your Account for the amount of the transfer, regardless of whether your Account has a sufficient Available Balance to fund the transaction. You are responsible for any negative Actual Balance created in your Account by the reversal. You may incur interest, fees, and charges in accordance with this Agreement if there are insufficient funds in your Account to cover such amount.

f. Limitation on Payments.We may terminate access to the Account at any time for any reason, including without limitation (i) with respect to any recipient of transfers, if we believe in our sole discretion that there is an excessive number of disputes involving customer use, or (ii) with respect to any third party, if we believe in our sole discretion that the third party has initiated disputes without reasonable cause or in bad faith. We also may reject a transaction or restrict your access to the OAC or Mobile App to make further transactions at any time if we believe the security of your Account or the OAC or Mobile App is at risk or any fraudulent or illegal activity may be occurring, including evidence of unusual activity in your Account.

g. Documentation of Transfers.You have a right to receive a receipt at ATMs and POS terminals that accept your Card each time you make a transaction. You will also be able to view your Account statement and transaction history on the OAC.

h. Cancellation of Recurring Payments.

Right to stop payment and procedures for doing so: 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. If the merchant or bill payment service provider with whom you have arranged recurring payments from your Account is unable or unwilling to stop your payment, you can call us at 833-954-1605 or write to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136 to request a stop on such payment. We must receive your request at least three (3) Business Days before the payment is scheduled to be made. Such a stop payment request will cancel one (1) recurring payment. If you want to permanently stop all recurring payments to a specific merchant, then we 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 is a fee associated with each stop payment order you give to us. For information about the fee, please see the Schedule of Account Fees and Terms below.

Notice of Varying Amounts: If the recurring payments you make might vary in amount, the person you are going to pay is required to tell you the payment date and the amount of the payment ten (10) days before each payment is scheduled to take place. You may choose instead to get this notice only when the payment would differ by

more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability of Bank for Failure to Stop Payment of Preauthorized Transfer: If you order us to stop payment of a preauthorized transfer 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.

i. Lost or Stolen Card or Unauthorized Transactions.

If you believe your Card or PIN or other Access Device has been lost or stolen or used without your permission, call us at 833-954-1605, email us at customerservice@deepbluedebit.com, or write to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136. Telephoning is the best way of keeping your possible losses down.

8. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS

Telephone Customer Service at 833-954-1605, email us at customerservice@deepbluedebit.com, or write to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136 as soon as you can if you think your Account statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent (or delivered through the OAC) the FIRST statement on which the problem or error appeared. In your communication to us, you will need to provide us with the following information:

- Your name and Account number.
- A description of the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you tell us 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 (twenty (20) Business Days for new Accounts) after we hear from you and will correct the error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new Accounts, point-of-sale, or foreign-initiated transactions) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days (twenty (20) Business Days for new Accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your questions or complaint in writing and we do not receive it within ten (10) Business Days, we may not credit your Account.

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 that we used in our investigation. If you need more information about our error-resolution procedures, call us at 833-954-1605 or visit www.deepbluedebit.com.

9. YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS

TELL US AT ONCE if you believe your Card, PIN, or any other Access Device has been lost or stolen or used without your permission, that someone has transferred or may transfer money from your Account without your permission, or if you think your PIN or Password is no longer secure or confidential. Telephoning us at 833-954-1605 is the best and fastest way of keeping your possible losses down. You could lose all your money in your Account.

If you notify us within two (2) Business Days after you learn of the loss or theft of your Card, PIN, or other Access Device, you can lose no more than $50.00 if someone used your Card, PIN, or other Access Device 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, PIN, or other Access Device and we can prove that we could have stopped the unauthorized transaction if you had promptly notified us, you could lose as much as $500.00. If your Card, PIN, or other Access Device has been lost or stolen, we will deactivate your Card or other Access Device, as applicable, and issue you a new one to keep losses down.

Also, if you become aware of and/or your electronic history shows transactions that you did not make, including those made by your Card or other means, TELL US AT ONCE following the procedures stated in the section labeled "*In Case of Errors or Questions about Your Electronic Funds Transfers*" appearing above. If you do not tell us within sixty (60) days after the date we sent (or delivered through the OAC) the FIRST Account statement on which the unauthorized transfer appeared, you may not get back any money you lost after the sixty (60) days if we can prove that we could have prevented the unauthorized transaction(s) if you had notified us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, let us know. We may extend the time periods. You agree that you will not reveal your PIN, Password, or any other Access Device to any other person; will not write your PIN or Password on your Card or on any item kept with your Access Devices; and will not leave a computer terminal unattended after you have logged in using your Password or other Access Device.

If you were issued a Card bearing the Visa® acceptance mark, your liability for unauthorized transaction(s) is $0.00 if you were not grossly negligent or fraudulent

in the handling of your Card, except that this reduced liability does not apply to debit transactions not processed by Visa or to foreign ATM Cash Withdrawal transactions. You must notify us immediately of any unauthorized use.

If you were issued a Card bearing the Mastercard® acceptance mark, your liability for unauthorized transaction(s) will be $0.00 if you notified us promptly upon becoming aware of the lost or theft of your Card and you exercised reasonable care in safeguarding your Card from loss, theft, or unauthorized use, except that this reduced liability does not apply to debit transactions not processed by Mastercard. You must notify us immediately of any unauthorized use.

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

10. OUR LIABILITY FOR FAILURE TO COMPLETE ELECTRONIC FUNDS TRANSFERS

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 or damages only directly caused by this failure. However, there are some exceptions. For instance, we will not be liable if:

a. Through no fault of ours, you do not have enough available funds in your Account to make the transaction;
b. The automated teller or cash dispensing machine where you are making a cash withdrawal does not have enough cash;
c. A merchant refuses to accept your Card;
d. Any terminal or system was not working properly, and you knew about the breakdown when you started the transaction;
e. Access to your Account has been blocked after you reported your Card, PIN, or other Access Device lost, stolen, or compromised;
f. There is a hold, or your funds are subject to legal process or other encumbrance restricting their use;
g. Circumstances beyond our control (such as fire, flood, or riot) prevent the transaction, despite reasonable precautions that we have taken;
h. In the case of preauthorized credits, the data from the third party is not received or is incomplete or erroneous;
i. We have reason to believe the requested transaction is unauthorized; or
j. Any other exception stated in our Agreement with you.

11. CARD REPLACEMENT

If you need to replace your Card for any reason, please contact us at 833-954-1605 to request a replacement Card. 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. There may be a fee for replacing your Card. For information about the fee, please see the Schedule of Account Fees and Terms below.

12. CONFIDENTIALITY

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

a. Where it is necessary for completing transactions;
b. In order to verify the existence and condition of your Account for a third party, such as a merchant;
c. In order to comply with government agency or court orders, or other legal reporting requirements;
d. To our employees, auditors, affiliates, service providers, or attorneys, as needed; or
e. If you give us your written permission.

Please see our Privacy Policy for information about how we collect, use, and disclose your information.

13. SENDING FUNDS TRANSFERS

a. Cutoff times for Payment Orders. We have cutoff times for processing payment orders (as that term is used in Article 4a of the Uniform Commercial Code). Cutoff times vary depending on the type of payment order. If we receive your domestic payment order after 3:00 PM (CT), or international payment order after 2:00 PM (CT), or on a

c. Inconsistency of Name or Number. When receiving a payment order, payment may be made by us, or by other banks, to which the payment order is forwarded, based solely on the account number provided, even if the account number identifies a person different from the beneficiary named by the originator of the payment order. Furthermore, when receiving a payment order, we may rely, and any other banks to which the payment order is forwarded may rely, on the bank identification number provided in the payment order even if the identification number identifies a bank different from the bank named by the originator of the payment order.
d. Sending Payment Orders**.** We may select any intermediary bank, funds transfer system, or means of transmittal to send payment orders. Our selection may differ from that indicated in your instructions.
e. Notice of Rejection. We may reject payment orders. We will notify you of any rejection electronically or orally. We are not liable to you for the rejection or obligated to pay you interest for the period before you receive timely notice of rejection.

14. RECEIVING FUNDS TRANSFERS

We may receive instructions to pay funds to your Account. We may receive funds transfers directly from the sender, through a funds transfer system, or through some other communications system. This includes ACH transfers that may be sent through an ACH system, or transfers processed directly to an account with us.
a. ACH Provisional Payment Rule. Credit given by us to you with respect to an ACH credit or debit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you (i.e., originator of the entry) will not be deemed to have paid you the amount of such entry.
b. Notice of Funds Transfer. Under the NACHA Operating Rules, which are applicable to ACH transactions involving your Account, we are not required to give next-day notice to you of receipt of an ACH Item, and we will not do so. However, we will continue to notify you of the receipt of payments in the Account transaction information we provide to you (see the section above titled "*Account Statements*" for additional details regarding this transaction information).
c. ACH Debits and Credits. From time to time, originators that you authorize may send ACH credits or debits to your Account. For each ACH transaction, you agree that the transaction is subject to the NACHA Operating Rules. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your Account, as instructed by the originator of the ACH transaction. You agree to be cautious about giving someone your Account number to help prevent unauthorized transactions on your Account. You must notify us immediately of unauthorized activity.

15. DEBIT CARD OVERDRAFT SERVICE AND PURCHASE CUSHION
IMPORTANT: The Purchase Cushion and the Debit Card Overdraft Service are SEPARATE features. You may NOT receive the benefits of the Purchase Cushion and the Debit Card Overdraft Service at the same time.
a. **DEBIT CARD OVERDRAFT SERVICE.** Your Account includes access to the optional Debit Card Overdraft Service as described below.

(i) **WHAT YOU NEED TO KNOW ABOUT OVERDRAFT AND OVERDRAFT FEES**

You generally do not have the right to make transactions or incur fees in amounts exceeding the Actual Balance of your Account ("**Overdraft**"); however, as a non-contractual courtesy, the optional Debit Card Overdraft Service ("**Service**") is available on your Account if you elect to participate (i.e., "opt in") and you have met each of the activation and eligibility requirements described below. In the event you qualify and opt in to the Service, we may authorize you to conduct one-time PIN- and signature-based purchase transactions and ATM withdrawals and incur fees that exceed the Available Balance of your Account, subject to the applicable fees and limitations described herein, and we reserve the right to pay Overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize the transaction, it will be declined. We may suspend or deactivate your use of the Service at any time, including if you incur too many Overdrafts. If you choose to participate in the Service, it is that Service only that will provide coverage, at our discretion, for Overdrafts. Overdraft coverage will be reviewed regularly and may be adjusted based on your deposit behavior and account history. If you opt out of the Service or your participation in the Service ends or is suspended for any reason, and you have continuously used and maintained your Account in accordance with the terms of this Agreement, the Purchase Cushion feature may be made available to you at our discretion (see the "*Purchase Cushion*" section for more information).

(ii) **Activation and Eligibility Requirements:** To activate the Service on your Account, you must take each of the following steps:
(1) Review and accept the terms pertaining to the Service;
(2) Enroll in the Service (i.e., opt in) by visiting www.deepbluedebit.com or by calling 833-954-1605;
(3) Have a positive Actual Balance at the time of Service activation; and
(4) Receive Direct Deposits totaling at least three hundred dollars ($300.00) to your Account within thirty-five (35) days of enrollment in the Service

(deposits made prior to enrollment will be taken into consideration for meeting the $300.00 requirement).

The Service will be activated on your Account within twenty-four (24) hours after you satisfy each of the steps above.

Ongoing Eligibility Requirements: To avoid suspension and/or deactivation of the Service, you must (i) continue to receive Direct Deposits to your Account totaling at least three hundred dollars ($300.00) every thirty-five (35) days ("Qualifying Deposits"), (ii) avoid maintaining a negative balance for prolonged periods, and (iii) avoid excessive use of the Service. Please refer to sections 15(a)(iii)(b) below for details.

(iii) **Terms of Use:**

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

b) Suspension :

(i) If you fail to continue receiving Qualifying Deposits, you will remain opted in to the Service, but the Service will be suspended until your Qualifying Deposits resume and your Account has a positive Actual Balance.

(ii) If your Account has a negative Actual Balance for more than thirty (30) days on any three separate occasions or on any one occasion for more than sixty (60) days, the Service will be suspended for up to one hundred eighty (180) days. You will remain opted in to the Service during the suspension period and will be able to use the Service once the suspension period ends as long as you have a positive Actual Balance and continue to meet the Ongoing Eligibility Requirements.

(iii) There is a limit of five (5) Overdraft Fees that we may charge you per calendar month ("Monthly Overdraft Fee Cap"). In addition, there is a limit of forty-five (45) Overdraft Fees that we may charge you per Annual Period ("Annual Overdraft Fee Cap"). If you reach the Monthly or Annual Overdraft Fee Cap prior to the end of the calendar month or Annual Period, the Service will be suspended for the remainder of the calendar month or Annual Period, as applicable. Your Monthly or Annual Overdraft Fee Cap will be reset at the start of the next applicable period, and the Service will become available for use so long as you continue to meet all of the Ongoing Eligibility Requirements noted above. See section 15(a)(iv) for details on applicable fees.

c) Deactivation: You will be unenrolled (i.e., opted out) from the Service if your Account stays in a suspension for a prolonged period. If this occurs, you will need to meet all of the Activation and Eligibility Requirements outlined in Section ii. above to reactivate the Service.

d) We have the right to pursue collection of any amounts owed at our sole and absolute discretion. If you do not meet Ongoing Eligibility Requirements or overuse or abuse the Service (as determined in our sole discretion), we may suspend the service temporarily or permanently. If this occurs, your Account will remain open to receive credits and deposits, which will automatically be applied to your negative Actual Balance before they are made available to you; however, you will not be able to conduct any transactions using the Service on your Account that incur a negative Actual Balance, including any Card transactions, until any applicable suspension period has ended and your Account has a positive Actual Balance (i.e., sufficient funds to cover the negative Actual Balance).

(iv) **Fees:** Your participation in the Service is subject to the terms of this Agreement and, by using the Service, you may incur fees. The fees for the Service are described here and in the Schedule of Account Fees and Terms below. The Overdraft Fee is applied to certain transactions that result in a negative Available Balance at the time of the transaction and is in addition to any other fees ordinarily applicable to a transaction on your Account as disclosed in your Agreement. **For the first Overdraft transaction that settles and creates a negative Actual Balance greater than ten dollars ($10.00), you will have twenty-four (24) hours to add sufficient funds to**

your Account to bring your Account back to a zero or positive Actual Balance to avoid incurring any Overdraft Fee(s) ("Grace Period"). If you fail to do so, you will incur an Overdraft Fee for each transaction settled after your Actual Balance was greater than ten dollars ($10.00) overdrawn, subject to the limitations set forth herein. If you bring your Account back to a zero or positive Actual Balance during the Grace Period, you will avoid incurring Overdraft Fees for each transaction settled after your Actual Balance was greater than ten dollars ($10.00) and the Grace Period will reset.

Fee associated with the Service		
Overdraft Fee	**$20.00**	**Maximum of five (5) Overdraft Fees per calendar month. Maximum of forty-five (45) Overdraft Fees per Annual Period.**
Multiple Overdraft Fees may be charged if multiple Overdraft transactions are authorized on the same day. Only transactions that result in a negative Available Balance when authorized may be subject to the fee. Transactions are not always processed in the order in which you make them. The order in which the transactions are received and processed can affect the balance of funds available in your Account and the total amount of Overdraft Fees assessed to your Account (see the "Funds Availability" section for more information).		

We will send an email notification to your email address as reflected in our records (and an SMS text message if you are enrolled in text alerts; message and data rates may apply) when an Overdraft occurs. We will tell you where and when the transaction occurred and its amount. If the Overdraft was the first transaction to cause your Actual Balance to be overdrawn by more than ten dollars ($10.00), we will also tell you when the Grace Period ends for purposes of avoiding payment of the Overdraft Fee(s).

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

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

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

(vii) **Opt Out:** Once you have opted in to the Service, you may opt out at any time online or by calling 833-954-1605. Should you choose to opt out of the Service, you remain responsible for any negative Actual Balance(s) on your Account and agree that any deposits made to your Account will be used to offset the value of the negative Actual Balance(s), if any. If you opt out of the Service after it's been activated, you may opt back in to the Service but must meet the Activation and Eligibility Requirements before it is reactivated (note: positive balance criteria may be waived if opting back in within thirty-five 35 days of opting out).

b. **PURCHASE CUSHION.** The Purchase Cushion is a special feature available exclusively to Accountholders who have received qualifying Direct Deposits of payroll and/or government benefits payments totaling at least five hundred dollars ($500.00) within one (1) calendar month.

(i) **WHAT YOU NEED TO KNOW ABOUT PURCHASE CUSHION**

You generally do not have the right to make transactions or incur fees in amounts exceeding the Available Balance of your Account. We reserve the right to deny any transaction if available funds in your Account are insufficient to cover any transaction, fees, or other charges. However, as a non-contractual courtesy, and in our sole discretion, upon qualifying for the Purchase Cushion, we may from time to time authorize one-time PIN- and signature-based purchase transactions initiated using your Card that create up to a $10.00 negative Available Balance in your Account. We refer to this feature as the "Purchase Cushion."

(ii) **Fees:** <u>You will not be assessed any fees for Purchase Cushion coverage</u>.

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

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

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

You acknowledge that a negative Actual or Available Balance in your Account does not constitute a contractual open end line of credit. If we permit a negative Actual or Available Balance on one or more occasions, we do not thereby obligate ourselves to permit a negative Actual or Available balance on any future occasion, and we may refuse to permit a negative Actual or Available Balance for you at any time, even though we may have previously permitted negative Actual or Available Balances up to the $10.00 limit for you. We have no obligation to notify you before we authorize or decline a transaction that would result in a negative Actual or Available Balance in your Account. Items will generally be processed in the manner described in the section above titled *"Funds Availability."*

16. THE OAC AND MOBILE APP

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

a. Description of Services:

You may use the OAC and Mobile App to obtain Financial Services and access information on your Account, including:

(i) Direct funds transfers from your linked Account on either a one-time or recurring basis;
(ii) View Actual or Available Balance information for your Account and any linked Savings Account;
(iii) Review available transactions on your Account;
(iv) Perform self-service Account maintenance such as requesting copies of monthly statements, changing address and phone, and changing your User Name and Password; and
(v) Send and receive secure online mail messages regarding your Account.

Some of the above features and functionality may not be available on the Mobile App, the OAC, or through the mobile-optimized version of the OAC. Some of the above services may not be available for certain Accounts. We may offer additional mobile services and features in the future. Any such added mobile services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new mobile service or feature is added and/or at the time of enrollment for the feature or service if applicable.

If at any time your Account access is limited, blocked, or inactive, you may lose access to certain services, features, and functionality accessible through the Mobile App, OAC, or both.

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

b. Other Terms and Conditions.

(i) Internet Access. You certify that you have access to the internet and a current email address. You have sole responsibility for providing us with a correct and operational email address. We will not be liable for any undelivered email communications or any costs you incur for maintaining internet access and an email account. You must promptly notify us of any change in your email address.
(ii) Illegal, Fraudulent, or Improper Activity. You will not use the OAC, Mobile App, or any Financial Service for any illegal, fraudulent, or improper activity. If we suspect that you may be engaging in or have engaged in fraudulent, illegal, or improper activity, including a violation of any terms and conditions relating to the OAC, Mobile App, or any Financial Service, your access to the OAC, Mobile App, or any Financial Services may be suspended or terminated. You understand that access to and transactions in your Account may be suspended or terminated if an Access Device has been reported lost or stolen or when we reasonably believe that there is unusual activity on any of your Accounts. You agree to cooperate fully with us to investigate any suspected illegal, fraudulent, or improper activity.
(iii) Login and Device Protection. You will not disclose your login credentials (User Name or Password) to any person. You understand and agree that we may rely on the use of your login credentials to access your Account through the OAC

and Mobile App and are therefore authorized to act upon instructions and information received from any person that enters your login credentials.

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

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

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

17. LIMITATION OF LIABILITY

WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; ANY CLAIMS, LOSSES, OR DAMAGES RESULTING FROM YOUR FAILURE TO COMPLY WITH THIS AGREEMENT; COMMUNICATIONS SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL BE EFFECTIVE EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW.

18. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THESE TERMS, 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.

19. ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

EXCEPT AS OTHERWISE PROVIDED BELOW, ALL DISPUTES WILL BE DECIDED BY BINDING & FINAL ARBITRATION. THIS AGREEMENT ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. THIS AGREEMENT IS EFFECTIVE AS WHEN YOU OPENED YOUR ACCOUNT OR WHEN IT IS PROVIDED TO YOU, WHICHEVER OCCURS FIRST.

APPLICABILITY OF THIS ARBITRATION AGREEMENT: You and we agree that any dispute or controversy between you and us, regardless of when it arose, (each, a "Claim") shall be resolved by binding and final arbitration, except that you and we may assert claims in small claims court in the county or municipality where you reside, so long as the Claim is individual and brought only in a small claims court with jurisdiction to hear the Claim. If a Claim is filed in small claims court and then appealed or transferred from small claims court (or its equivalent) to another court, it shall be subject to arbitration at the written election of either you or us within 30 days of written notification of appeal or transfer. You or we may also demand arbitration if the small claims court (or equivalent) case attempts to include any class or representative claims regardless of the amount in dispute in any single Claim.

JURY TRIAL WAIVER: YOU AND WE HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL OR STATUTORY RIGHT TO SUE IN COURT AND TO HAVE A TRIAL IN FRONT OF A JUDGE OR JURY, EXCEPT FOR CLAIMS PROPERLY BROUGHT IN SMALL CLAIMS COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED.

CLASS ACTION WAIVER: YOU AND WE AGREE, EXCEPT AS PROVIDED IN THE "BATCH ARBITRATION" SECTION OF THIS ARBITRATION AGREEMENT, THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT ON A CLASS, REPRESENTATIVE OR COLLECTIVE BASIS.

Definitions: As used in the Arbitration Agreement, the terms "we" and "us" shall for all purposes mean Republic Bank & Trust Company and Netspend Corporation., and our respective wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of our agents, employees, directors, and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Accounts (including, but not limited to, merchants who accept the Card or Virtual Account, or Digital Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Agreement,

the terms "you" or "yours" shall mean all persons or entities approved by you or us to have and/or use a Card or any other service under any Account, including but not limited to, all persons or entities contractually obligated under any of the Agreements and all Secondary Cardholders.

Pre-Arbitration Dispute Resolution. Before instituting a small claims lawsuit or arbitration of a Claim, you and we agree to give the other party written notice reasonably describing the factual basis for the Claim and the amount of damages and any other relief sought (the "Notice"). Any Notice from you must be mailed to us at P.O. Box 2136 Austin, TX 78768-2136 (or such other address as we shall subsequently provide to you) or may be emailed to: cscorrespondence@netspend.com ("Our Address"). The Notice should include the account number, and the email address and phone number at which the complaining party (or their attorney) may be contacted. We will mail any Notice to the address we have for you or send an email to the email address we have for you ("Your Address"). After a Notice is sent, the parties shall give each other a reasonable opportunity of no less than the next 30 business days ("Notice Period") to attempt to resolve the Claim on an informal basis. You and we agree that no small claims lawsuit or arbitration may be filed prior to the end of the Notice Period.

During the Notice Period, the parties agree that they will meet telephonically or via video conference to attempt resolve the Claim in good faith before a small claims lawsuit or arbitration will be filed (the "Dispute Conference"). The Dispute Conference shall be individualized such that multiple individuals initiating a Claim cannot participate in the same Dispute Conference, unless all parties agree. Participating in good faith in the Dispute Conference is a requirement that must be completed before filing a small claims lawsuit or arbitration demand. The statute of limitations and any filing fee deadlines shall be tolled until the parties complete the Dispute Conference required by this section.

Initiation of Arbitration Proceeding: If the Claim is not resolved informally during the Notice Period, you and we agree that any Claim shall be decided, upon the election by you or us, by arbitration pursuant to this Arbitration Agreement to be conducted by the American Arbitration Association ("**AAA**") before a single arbitrator pursuant to the AAA's Consumer Arbitration Rules ("**Rules**"), then effect, unless otherwise required by law. For a copy of the Rules or to file a Claim, you may contact the AAA at 1-800-778-7879, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043; website at www.adr.org/consumer. Your responsibility to pay any AAA fees shall be determined by the AAA in accordance with the Rules.

Location of Arbitration/Exchange of Information/Confidentiality of Documents and Materials. Unless you and we agree otherwise, or the Batch Arbitration process below is applicable, the arbitration will be conducted in the county where you reside. Subject to the Rules, the arbitrator may order a limited and reasonable exchange of information between the parties. You and we agree that all materials and documents marked confidential by the producing party shall be kept confidential by the receiving party and used only for purposes of the arbitration, unless otherwise ordered by the arbitrator.

Arbitrator's Appointment. In accordance with the Rules, the AAA will appoint an arbitrator, who will be either a retired judge or attorney who has been licensed in the state of your residence for 10+ years. If the Batch Arbitration Provision below applies, the AAA will appoint an arbitrator for each batch.

The Federal Arbitration Act: This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "**FAA**") shall govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceeding hereunder.

Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Claim, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following, **which may only be decided by a court of competent jurisdiction and not by an arbitrator**: (1) all Claims relating to the Class Action Waiver, including that it is unenforceable or has been breached, and (2) all Claims about whether either party has provided a Notice or participated in good faith in the Dispute Conference prior to initiating arbitration or a small claims case.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party bringing such Claim and only to the extent necessary to provide relief warranted by that party's individual claim. Should you or we prevail on a Claim in arbitration for which public injunctive relief is sought, the entitlement to and scope of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. Any litigation seeking public injunctive relief shall be stayed pending the outcome on the merits of any individual Claim or batch of Claims (pursuant to the Batch Arbitration Provision) in arbitration. Prior to issuing any injunctive relief, a court of competent jurisdiction shall independently review the factual findings of the arbitration award, giving no deference to the findings of the arbitrator.

Except as otherwise expressly provided in this Arbitration Agreement, the arbitrator shall have the authority to award all remedies under applicable law, including, for example, compensatory, statutory and punitive damages (under the same standards that would apply in court), and attorneys' fees and costs. The arbitrator shall apply applicable substantive law consistent with the FAA and shall honor claims of privilege recognized at law. The parties further agree that the arbitrator shall apply all applicable statutes of limitation in any arbitration in the same manner those statutes of limitation would apply in an applicable court of competent jurisdiction.

The arbitrator shall have the authority to grant motions dispositive of all or part of any Claim. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. Except as expressly provided in this Arbitration Agreement, the award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

Batch Arbitrations. You and we agree that in the event that there are twenty-five or more individual arbitration demands of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period, AAA shall apply its Mass Arbitration Supplementary Rules, as may be amended from time to time.

In the event there are one hundred or more individual arbitration demands of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period, AAA shall (1) administer the arbitration demands in batches of 100 cases per batch (plus, a final batch for any remaining cases); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration"). Each batch shall proceed concurrently.

All parties agree that arbitration demands are of a "substantially similar nature" if they arise out of or relate to similar factual scenarios, raise similar legal issues and seek similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the parties shall advise AAA, and the AAA shall appoint a separate arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). We will pay the Administrative Arbitrator's fees. You and we agree to cooperate in good faith with the AAA to implement the Batch Arbitration process, as well as any steps to minimize the duration and costs of arbitration. This Batch Arbitration Provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this Batch Arbitration Provision.

Attorneys' Fees and Costs. Should any arbitrator find that the substance of any Claim or the relief sought in any Demand for Arbitration was frivolous, not pursued in good faith, or was brought for an improper purpose (in accordance with Federal Rule of Civil Procedure 11(b) or any similar analogue under controlling law), then the arbitrator has the discretion to require party who brought the Claim to pay some or all of the AAA fees and costs, the opposing party's attorneys' fees, or other costs in arbitration, unless such an award would invalidate this Arbitration Agreement. If a party files a Claim in court (not small claims) and refuses to abide by this Arbitration Agreement, the other party shall have the right to collect from the filing party its reasonable attorneys' fees and costs incurred in obtaining a court order compelling the Claim to arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including serving the Notice and participating in the Dispute Conference, is entitled to recover their reasonable attorneys' fees and costs incurred in connection with such action.

Limited Appeal Right. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, if the amount of any award exceeds $100,000, inclusive of costs and attorneys' fees, or involves a request for injunctive or declaratory relief that could involve a cost or benefit to any party exceeding $100,000, any party can appeal that award to a three-arbitrator panel administered by the AAA, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have 30 days from the date of entry of the written arbitration award to notify the AAA that it is exercising the right of appeal. The appeal shall be filed with the AAA, with a copy to the other party. The AAA will appoint a three-arbitrator panel which will conduct an arbitration pursuant to the Rules and issue a decision within 120 days of the date of the appeal. The decision of the panel shall be by majority vote and shall be final and binding. Any reference in this Arbitration Agreement to the "arbitrator" shall mean the panel if an award has been appealed under the section.

Right to Opt Out. You have the right to opt out of this Arbitration Agreement by sending written notice of your decision to opt out ("Opt Out Notice") to ARBoptout@netspend.com OR P.O. Box 2136, Austin, TX 78768-2136, within 30 days after first becoming subject to this Arbitration Agreement. You must include your name, mailing address, any email address that is associated with your Account, and a statement that you want to opt out of this Arbitration Agreement. If you mail your Opt Out Notice, please use Certified Mail, Return Receipt Requested. If there is a dispute about whether you timely opted out, you will need to produce your receipt or your original email. If you opt out of this Arbitration Agreement, all other parts of this Cardholder Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may already have.

Modification. Notwithstanding any provision in the Cardholder Agreement to the contrary, we agree that we will notify you in writing if we make any material change to this Arbitration Agreement ("Change Notification"). Unless you opt out of such change within 30 days of the Change Notification by writing to us at the address set forth in the "Right to Opt Out" section of this Arbitration Agreement, your continued use of your Card or your Account, following the effective date of any such changes to this Arbitration Agreement

constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of the Cardholder Agreement and did not timely opt out of it. If you reject any change to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate any Claims you may have against us, the provisions of the Arbitration Agreement as of the date you first accepted the Arbitration Agreement (or accepted any subsequent changes to the Arbitration Agreement) remain in full force and effect. We will continue to honor any valid and timely opt outs of the Arbitration Agreement.

Invalidity. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions, and any prior arbitration agreements you and we may have, shall remain in force except that if the waiver of the right to proceed as a class or in a representative capacity is declared unenforceable in a proceeding between you and us, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Agreement (except for this one sentence) shall be null and void in such proceeding.

Where applicable, if you and your Account are covered by the Military Lending Act, then you are not bound by this Arbitration Agreement, and to the extent required by the Military Lending Act, nothing in this Agreement will be deemed a waiver of the right to legal recourse under any otherwise applicable provision of state or federal law. If you would like more information about whether you and your Account are covered by the Military Lending Act, please contact us.

Continuation: This Arbitration Agreement shall survive termination of your Account as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us.

20. GENERAL TERMS

a. Conflicting Demands/Disputes. If there is any uncertainty or conflicting demand regarding the ownership of an Account or its funds; or we are unable to determine any person's authority to give us instructions; or we are requested by law enforcement or a state or local agency to freeze the Account or reject a transaction due to the suspected financial abuse of an elder or dependent adult; or we believe a transaction may be fraudulent or may violate any law, we may, in our sole discretion: (i) freeze the Account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the Account and its funds; (ii) refuse transactions; (iii) require the signatures of all authorized signers for the withdrawal of funds, the closing of an Account, or any change in the Account regardless of the number of authorized signers on the Account; (iv) request instructions from a court of competent jurisdiction, at your expense, regarding the Account or transaction; and/or (v) continue to honor instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

b. Death or Incompetence. We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the Account. We also may freeze, offset, refuse, and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the deceased) if an Accountholder dies or is adjudicated incompetent. If we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death of an Accountholder, we may freeze all or part of the Account, pending receipt of proof (satisfactory to us) of each person's right to the funds.

c. Fax Instructions/Voicemail/Email. We may, but are not required to, act upon instructions received by fax transmission, voicemail, or email. We may not review your message until the Business Day after its receipt. Accordingly, it may not be appropriate to use these methods of communication if you need to reach us with time-sensitive information. For security reasons, you should not send us emails with your personal or Account information.

d. Forfeited Accounts. If your Account is seized by or forfeited to the United States government or a state government, you no longer have title to the Account, and the funds in the seized or forfeited Account will no longer earn interest during such period of seizure or forfeiture, even if the funds are eventually returned to you.

e. Freezing Your Account. If we decide to close your Account, we may freeze it. If we do this, we may, in our discretion, either accept or return deposits and other Items that we may receive after we freeze your Account without being liable to you. If at any time we believe that your Account may be subject to irregular, unauthorized, fraudulent, or illegal activity, we may, in our discretion, freeze the funds in the Account and in other accounts you maintain with us, without liability to you, until such time we can complete our investigation of the Account and transactions. If we do freeze the funds in your Account, we will provide you with a notice. We may not provide this notice to you prior to freezing the Account if we believe that such notice could result in a security risk to us or the owner of the funds in the Account, or to comply with applicable law.

f. Indemnification. **EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ALL CLAIMS, ACTIONS, PROCEEDINGS, FINES, COSTS, AND EXPENSES (INCLUDING,**

WITHOUT LIMITATION, ATTORNEYS' FEES) RELATED TO OR ARISING OUT OF: (I) YOUR ACTIONS AND OMISSIONS IN CONNECTION WITH OUR SERVICES OR ANY FINANCIAL SERVICE, AND (II) OUR ACTIONS AND OMISSIONS, PROVIDED THAT THEY ARE TAKEN/OMITTED IN ACCORDANCE WITH THIS AGREEMENT OR YOUR INSTRUCTIONS. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

g. Legal Process. Regardless of where or how we are served, we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena, or warrant relating to you or your Account which we believe to be valid. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your Account or records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will also have and may enforce a right of set-off and security interest against any of your Accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs, and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your Account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. Upon receipt of any legal process, you will be liable to us for our processing fee, and reimbursement for our records research, reproduction, and handling costs. We may deduct such fee, as well as any expenses, including, without limitation, attorneys' fees, in connection with any such document or legal process, from your Account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs, and damages, including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid. When we receive an order instructing us to restrict access to funds in an Account, we may remove the funds from the Account and maintain them separately. Unless required by applicable law, these funds will not earn interest and will not be considered as part of your combined balances when we determine Account fees and rates.

h. Limit on Number of Accounts. We reserve the right to limit the number of Accounts per Accountholder or per household. The term "household" refers to all persons occupying an individual housing unit, whether a single person or two or more unrelated persons.

i. Powers of Attorney. An Account owner granting a power of attorney over an Account is called the "Principal," and the person acting for the Principal is called the attorney-in-fact, or "Agent." We may refuse to accept a power of attorney for any reason, and we will require verification through direct contact with the Principal and the Principal's legal counsel. We may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Agent is responsible to us if any information in an affidavit furnished to us is untrue or materially misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal or any other Account owner dies or is declared incompetent. Upon death or declared incompetence of the Principal, the Agent's power of attorney ceases.

j. Right of Set-off. Subject to applicable law, we may exercise our right of set-off against any or all of your Accounts without notice, for any liability or debt of any of you, whether joint or individual, direct or contingent, now or hereafter existing, and whether arising from our fees or charges, overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. You expressly agree that our right of set-off extends to, and may be directed towards, any federal or state benefit payments (including Social Security benefits) directly deposited into your Account. You also agree to allow us to apply any subsequently credited deposit made to your Account against any overdrafts and against any fees and charges or other obligations owed us in whichever order we determine and that we may use any federal or state benefits payment that is deposited into the Account (including Direct Deposit of Social Security benefits) for this purpose. You acknowledge and agree that if you do not want your electronically deposited benefits applied in this way, you have the option of changing your Direct Deposit instructions by providing notice to the benefits payor at any time.

k. Security Interest. **YOU GRANT US A SECURITY INTEREST IN YOUR ACCOUNT, INCLUDING ALL CURRENT AND FUTURE DEPOSITS, FOR AMOUNTS OWING TO US NOW AND/OR IN THE FUTURE UNDER THIS AGREEMENT. THIS PROVISION DOES NOT APPLY WHERE OTHERWISE PROHIBITED BY LAW.**

l. Telephone Calls – Monitoring and Recording. We may monitor or record your conversations with us or with an agent or representative acting on our behalf. We do this from time to time to monitor the quality of service and accuracy of information given to you and to ensure that your instructions are followed.

m. Your Consent for Us to Call You. You understand and agree that we or our representatives may contact you at any telephone number you provide to us, including your cell phone number. You agree to receive these calls and messages, such as text

messages via an automated system, prerecorded or artificial voice messages, or autodialed calls. You understand your service provider may charge you for these calls/messages.

n. Unclaimed Property – Accounts Presumed Inactive or Abandoned. For security reasons, we may refuse a withdrawal or transfer from Accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. Your Account is dormant if your Account has not had any activity, that is, no purchases; no cash withdrawals; no deposits; or no balance inquiry fees, for three hundred sixty-five (365) consecutive days. We may transfer (escheat) your property to the appropriate state if no activity occurs in the Account or you fail to communicate with us regarding your Account within the time period specified by state law. We may consider an Account inactive even if you maintain another active account with us. We may impose a fee for sending a dormant Account notice to you prior to transferring the funds to the state. If funds are transferred to the state, you may file a claim with the state to recover the funds. We will have no further liability to you for such funds. When the funds in your Account are delivered to the state, your Account is closed and no interest accrues. We encourage you to make sure your Account remains active, so you have full use of your Account and avoid the potential of having your Account funds transferred to the state as "abandoned or unclaimed property."

o. Assignment. Your Account and your obligations arising under this Agreement may not be assigned unless we agree in writing. We may transfer our rights under this Agreement. We do not waive any of our rights by delaying or failing to exercise them at any time. 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.

p. Severability. Unless otherwise stated, if any of the provisions of this Agreement are determined to be void or invalid, the remainder of the Agreement shall remain in full force and effect.

q. Waiver. We may delay in enforcing any of our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of any other right or of the same right at another time. You waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Agreement.

r. Section Headings. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement.

s. 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.

t. Entire Understanding. 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 or contemporaneous understandings or agreements with respect to such subject matter.

21. CUSTOMER SERVICE

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

By Telephone	833-954-1605	Live Agent Hours: Monday-Friday, 8 a.m. to 10 p.m. CT; Saturday-Sunday 8 a.m. to 8 p.m. CT
		The Telephone Automated Service is available twenty-four (24) hours a day.
By Mail	Netspend P.O. Box 2136 Austin, Texas 78768-2136	
By Website	www.deepbluedebit.com	Visit the OAC for more information about your Account and the services available to you.

The Account is established by Republic Bank & Trust Company, Member FDIC.

This Deposit Account Agreement is effective September 1, 2026.