

## Netspend Online and Mobile Application End User License Agreement

PLEASE READ THE TERMS OF THIS NETSPEND MOBILE APPLICATION END USER LICENSE AGREEMENT (“**EULA**”) CAREFULLY. THIS EULA DESCRIBES YOUR RIGHTS AND RESPONSIBILITIES AS A CUSTOMER OF NETSPEND WHEN USING OR ACCESSING THE ONLINE ACCOUNT CENTER (“**OAC**”), MOBILE APPLICATION (“**MOBILE APP**”), OR OTHER WEBSITE PROVIDED BY NETSPEND (COLLECTIVELY, THE “**SERVICES**”), WHICH MAY BE USED TO ACCESS A DEPOSIT ACCOUNT ISSUED BY A BANK AND SERVICED BY NETSPEND (“**ACCOUNT**”) OR OTHER THIRD-PARTY FEATURES AS DESCRIBED HEREIN.

**IMPORTANT – THESE TERMS CONTAIN (1) AN ARBITRATION PROVISION AND (2) A WAIVER OF RIGHTS TO BRING A CLASS ACTION (SEE SECTION BELOW LABELED “RESOLUTION OF DISPUTES BY BINDING ARBITRATION”). BY ACCESSING OR USING THE SERVICES, YOU AFFIRM THAT YOU AGREE TO THESE PROVISIONS.**

As used throughout this EULA, “*our*,” “*we*,” “*us*,” “*Netspend*” or “*Provider*” refers to Netspend Corporation, its subsidiaries and affiliates.

1. **Agreement:** By accessing or using the services, you acknowledge that you are at least 18 years of age (or the applicable age of majority and contractual capacity) and you have read and agree to be bound by this EULA in its entirety, and all applicable laws, rules and regulations governing your use of the services. If you do not agree with the EULA, as set forth herein, you should not use or access the services.
2. **Modification, Suspension and Discontinuation:** We may amend or otherwise modify this EULA from time to time, as indicated by the “Last Modified” date at the end of this document. Your continued use of the services following a modification constitutes your consent to the modified terms (except to the extent other notice or consent is required by law). If you do not agree with the modified terms, you should discontinue any access to or use of the services immediately. Netspend reserves the right to change, supplement, modify (including without limitation appearance), or suspend, limit, remove, disable or permanently discontinue your access to or use of the Services at any time without notice or liability.
3. **Privacy Policy.** By using the Services you agree to Netspend’s privacy policy, which you may access [here](#).
4. **Ownership and Use:** Netspend is the owner of the App and retains all right, title, and interest in and to the Services, including all right, title, and interest in and to all works of authorship, expression, moral rights, trademarks, trade names, trade dress, patent rights, inventions, processes, ideas, methods, compositions, technologies, products, processes, and other intellectual property rights and proprietary information embodied by or contained in the Servers. The Services are licensed, not sold, to you. Any rights to the Services not expressly granted herein are reserved by Netspend.

Netspend grants you a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to use the Services. You should not, and such license does not authorize you to, download or use the services on a device that you do not own or control, or on which you are not authorized to install or run the Services. You may not rent, lease, lend, sell, or redistribute the Services. If this Service is provided to you through the Apple Inc. (“*Apple*”) iOS App Store (“*Apple App Store*”), you agree that your use is also limited to that which is permitted by the Usage Rules set forth in the Apple App Store Terms of Service. Except as expressly permitted by this license, the Google Play Store or Apple App Store rules (as applicable), or any licensing terms governing the use of any open source code used in the Services, (or where the foregoing restriction is prohibited by law), you may not copy, decompile, reverse engineer, disassemble, attempt to

derive the source code of, modify, or create derivative works of the Services, any updates, or any part thereof. Any attempt to do so is a violation of the rights of Netspend and its licensors, and any breach of this restriction may subject you to prosecution and damages. These license terms will govern any Netspend—provided updates to the Services, unless such update is accompanied by a separate license in which case the terms of that license will govern.

The license granted hereunder is effective until terminated by you or Netspend. Your rights granted hereunder will terminate automatically without notice from Netspend if you fail to comply with any term(s) of the EULA. Upon termination of the license, you must cease all use of the Services, and destroy all copies, full or partial, of the Mobile App.

5. **Passwords:** We may require you to establish a password or passcode to access the Services. You agree not to disclose or otherwise provide your password to another person or third party. You agree that you are responsible for any action taken by another person for whom you have provided access to the Services, regardless of whether such action was authorized by you. Please notify us immediately if your password has been compromised.
6. **Text Messages:** By providing us with your phone number, you agree to receive non-marketing auto-dialed and pre-recorded messages by phone or text to the number you provided.
7. **Push Notifications:** Push Notification are made available through the Mobile App made available by your issuing bank or its service provider through which you may access and manage your Account. Push notifications may appear on your device and visible even if the screen is locked and before you open the Mobile App.

*Android Users:* Android users are automatically enrolled in push notifications upon downloading and logging into your account through the Mobile App. Push Notifications may be delivered whether or not you are logged into our Mobile App and will automatically be sent to all devices where you have logged into your account on the Mobile App. If you wish to no longer receive push notifications to the device, you must opt out of the service through the Mobile App or through the settings in your mobile device.

*Apple iOS Users:* You may receive push notifications by enabling the Service through the Mobile App. We may prompt you to enroll in push notifications when you log into the app, if you do not wish to enroll in push notifications you may decline the service by selecting the appropriate button. Push notifications may be delivered whether or not you are logged into our Mobile App and will automatically be sent to all devices where you enable push notifications. You must enable push notifications on each device in which you wish to receive Anytime Alerts. If you wish to no longer receive push notifications, you must opt out of the service through the Mobile App or through the settings in your mobile device.

8. **Third Party Services.** The Services may allow you to access and use services, functionality, or features offered by third-parties (collectively, “**Third-Party Features**”). Your access to and use of Third-Party Features are governed by their respective terms and conditions, and any information you provide to any third party will be subject to their privacy policy. You may be required to agree to additional terms and conditions in order to access and use such Third-Party Features made available through the Service.
9. **Location Data Disclaimer.** Mapping or location data provided by the Service or any Third-Party Feature is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Netspend, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data displayed by any Service.

10. **Consent to Technical Data and Use.** You agree that Netspend may collect and use technical information about your device, system, apps and software, peripherals, and other related information in a de-identified form (i.e., in a way that does not identify you personally) ("**Technical Data**"). Technical Data will be treated as non-confidential and nonproprietary. All Technical Data collected by Netspend shall become the property of Netspend or its affiliates and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, Netspend is free to use, without compensation to you, any ideas, concepts, know-how, or techniques contained in any Technical Data collected by Netspend or otherwise provided to the Services for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such Technical Data and improving the Mobile App and Services.
11. **Intellectual Property Rights.** You acknowledge and agree that the Services and Third Party Features may contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use the Services or Third Party Features in any way whatsoever except as permitted by the owners of such Services and Third Party Features. The trademarks, logos and service marks ("**Marks**") displayed in the Services are the property of Netspend, its trademark licensors or other parties (and used with permission). You are prohibited from using any Marks for any purpose including, but not limited to use as metatags on other pages or sites on the World Wide Web without the written permission of Netspend or such third party which may own the Marks. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Netspend is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Services.
12. **No Warranty.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND. NETSPEND HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, OF TITLE, OF COMPLETENESS, OF POSSIBILITY OF USE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NETSPEND DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED BY OR PROVIDED THROUGH, THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NETSPEND OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SERVICES PROVE DEFECTIVE, EXCEPT AS PROVIDED BY APPLE BELOW, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion may not apply to you.

If you obtained the Mobile App through the Apple App Store, then, in the event of any failure of the Mobile App to conform to any applicable warranty provided above, you may notify Apple and Apple will refund the purchase price for the Mobile App to you. To the maximum extent permitted

by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Mobile App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Netspend's sole responsibility.

ACCESS AND USE OF THE SERVICES OCCURS ACROSS THE NETWORKS OF A NUMBER OF WIRELESS SERVICE PROVIDERS. NETSPEND DOES NOT OPERATE THESE NETWORKS AND HAS NO CONTROL OVER THE OPERATIONS OF THE WIRELESS SERVICE PROVIDERS. WE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES BEYOND OUR CONTROL THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE TRANSMISSION, COMMUNICATION, POST, OR TRANSACTION OR OTHERWISE INTERFERE WITH THE INTEGRITY THEREOF, INCLUDING, WITHOUT LIMITATION, UNAVAILABILITY OF WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. NETSPEND DISCLAIMS ANY RESPONSIBILITY FOR ANY WIRELESS SERVICE USED TO ACCESS THE SERVICES.

NETSPEND DOES NOT CHARGE FOR USE OR ACCESS OF THE SERVICES. HOWEVER, (I) THE BANK, NETSPEND OR OTHER THIRD PARTIES MAY IMPOSE FEES OR CHARGES IN CONNECTION WITH CERTAIN FEATURES AVAILABLE OR ACCESSED THROUGH THE MOBILE APP OR SERVICES, AND (II) YOUR WIRELESS SERVICE PROVIDER (INCLUDING WITHOUT LIMITATION ANY ROAMING WIRELESS SERVICE PROVIDER AND ANY WIFI HOT SPOTS) MAY LEVY FEES OR CHARGES FOR TRANSMISSION OR RECEIPT OF MESSAGES AND OTHER COMMUNICATIONS PERFORMED USING YOUR EQUIPMENT ON THE WIRELESS SERVICE PROVIDER NETWORK, AND, IN EACH CASE, YOU ARE SOLELY RESPONSIBLE FOR SUCH FEES OR CHARGES.

13. **Indemnification.** You will indemnify and hold Netspend, its licensors, sponsors, agencies and its parents, subsidiaries, affiliates, officers, employees and suppliers harmless from any claims, damages, liabilities, expenses, and costs arising from your use of the Services for any purpose, including any and all claims arising out of or related to your breach of the EULA, the terms and agreement of any Third-Party Feature, or unauthorized access or use of the \ Services.
14. **Limitations of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, NETSPEND AND ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES AND REPRESENTATIVES ACCEPT NO RESPONSIBILITY OR LIABILITY WHATSOEVER ARISING FROM OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES. NETSPEND SHALL NOT BE LIABLE TO YOU FOR ANY ERRORS OR OMISSIONS IN THE SERVICES, OR FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS AND LOST DATA, ARISING FROM OR RELATED TO THIS EULA OR THE SERVICES, EVEN IF NETSPEND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN PARTICULAR, NETSPEND WILL NOT BE LIABLE FOR THE ACCURACY, COMPLETENESS, ADEQUACY, TIMELINESS, OR COMPREHENSIVENESS OF THE SERVICES. NETSPEND'S TOTAL, CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS EULA, THE MOBILE APP, OR THE SERVICES IS LIMITED TO FIFTY DOLLARS (\$50). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. Certain jurisdictions do not permit the limitation or exclusion of incidental damages, so this limitation may not apply to you. Netspend also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your mobile device or other property on account of your access to or use of the Services.
15. **Governing Law.** The EULA and your use of the Services are governed by, construed and enforced in accordance with the laws of the State of Texas, USA and applicable federal law without regard to conflicts of laws principles. If for any reason a matter is not arbitrated as provided in this EULA, then any cause of action brought to enforce the EULA, or in connection with any matters related to the Services shall be brought only in the applicable State or Federal Courts located in Texas, and you expressly consent to the personal jurisdiction and venue of said

courts. Your use of the Services may also be subject to other local, state, national, or international laws.

16. **Resolution of Disputes by Binding Arbitration:** This section sets forth the circumstances and procedures under which Claims (as defined below) shall be arbitrated instead of litigated in court (the “**Arbitration Provision**”).

**Definitions:** As used in this Arbitration Provision the term “Claim” means any claim, dispute, or controversy between you and us arising from or relating to the Services or this EULA, as well as any related or prior agreement that you may have had with us or the relationships resulting from these Terms, including the validity, enforceability, or scope of this Arbitration Provision or the Terms. “Claim” includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims, and third-party claims and claims based upon contract, tort, fraud, and other intentional torts, statutes, regulations, common law, and equity. The term “Claim” is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute, or controversy that arises from or relates to (i) the Services; (ii) Third-Party Features; (iii) advertisements, promotions, or oral or written statements related to the Services; or (iv) the benefits and services related to the Services.

**Initiation of Arbitration Proceeding/Selection of Administrator:** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services (“**JAMS**”) or the American Arbitration Association (“**AAA**”), as selected by the party electing to use arbitration. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 620 Eighth Avenue, Suite 34 Floor, New York, NY 10018; website at [www.jamsadr.com](http://www.jamsadr.com); or (ii) AAA at 120 Broadway, 21st Floor, New York, NY 10271; website at [www.adr.org](http://www.adr.org).

**Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE “CODE”). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.**

**Restrictions on Arbitration:** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on basis involving Claims brought in a purported representative capacity on behalf of the general public, other accountholders or other persons similarly situated. The arbitrator’s authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator’s authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

**Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal).

If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to the mailing address we have in our records and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator determines that the fees were incurred without any substantial justification.

**Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, as it may be amended (the “**FAA**”). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party’s notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party’s submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator’s decision will be final and binding, except for any right of appeal provided by the FAA.

**Continuation:** This Arbitration Provision shall survive termination of your access to or use of the Service 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. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, these Terms or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

17. **Customer Service.** For questions regarding the Services, please call us at 1-86 NETSPEND or email us at [customerservice@netspend.com](mailto:customerservice@netspend.com). For all customer service questions related to your Account, please call the number on the back of your card. For questions or assistance related to any other Third-Party Features accessible through the Service, please contact the provider of the relevant Third-Party Feature.

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