

FEE SCHEDULE

All fees	Amount	Details
Monthly Usage		
Monthly Fee	\$5.00	Access to Direct includes a monthly \$5.00 subscription fee, which is billed directly from your Direct account. Digit may from time to time offer promotional discounts (e.g., free trials or discounted annual plans) which will be explained and reflected in a separate agreement at the time you agree to them.
Deposits		
Adding funds to your Account	\$0	We will not charge you any fees to deposit or transfer funds into your Direct Account. However, if you use a third-party service, such as a money transmitter or other third party, to make transfers into your Account, fees may be imposed by those third parties.
Spend Money		
Purchase transactions	\$0	We will not charge you any fees for purchase transactions.
Get cash		
ATM withdrawal (In-network)	\$ 0	"In-network" refers to the All Point ATM Network. We will not charge you any fees to withdraw cash at any ATM in the All Point network. In-network ATM locations can be found at https://www.allpointnetwork.com/locator.html .
ATM withdrawal (Out-of-network)	\$ 2.50	"Out-of-network" refers to all the ATMs outside of the All Point ATM Network. We will charge you \$2.50 to withdraw cash at any Out-of-network ATM. Operators of ATMs and cash dispensing devices (or their networks) outside of the All Point ATM Network may also charge you an additional fee (including for balance inquiries).
Information		
Customer service (automated)	\$0	There is no fee for calling our automated customer service line, including for balance inquiries.
Customer service (live agent)	\$0	There is no fee for speaking to a customer service agent.
ATM balance inquiry (In-network)	\$0	We will not charge you any fees for ATM balance inquiry transactions at any ATM in the All Point Network.
ATM balance inquiry (Out-of-network)	\$0	We will not charge you any fees for balance inquiry transactions at any Out-of-network ATM. However, operators of ATMs and cash dispensing devices (or their networks) outside of the All Point ATM Network may charge you a fee for balance inquiries.
Using your Card outside the U.S.		
International transaction	0%	We will not charge you any transaction fees for using your Card outside the U.S. However, if you choose to pay a foreign Card transaction in U.S. dollars, the merchant may charge you a fee.
International ATM withdrawal (In-network)	\$0	"In-network" refers to the All Point ATM Network. We will not charge you any fees to withdraw cash at any ATM in the All Point Network. In-network ATM locations can be found at https://www.allpointnetwork.com/locator.html
International ATM withdrawal (Out-of-network)	\$2.50	"Out-of-network" refers to all the ATMs outside of the All Point ATM Network. We will charge you \$2.50 to withdraw cash at any Out-of-Network AM. Operators of ATMs and cash dispensing devices (or their networks) outside the All Point ATM Network may also charge you an additional fee (including for balance inquiries).
International ATM balance inquiry	\$0	We will not charge you any fees for balance inquiry transactions at any Out-of-network ATM. However, operators of ATMs and cash dispensing devices (or their networks) outside of the All Point ATM Network may charge you a fee for balance inquiries.
Other		
Inactivity	\$0	There is no inactivity fee for failing to use your Card.

**Digit Direct by Pathward
Demand Deposit Account Agreement**

Effective Date 04/11/2022

Customer Service Contact Information	Address: 6510 S Millrock Dr., #300, Salt Lake City, UT 84121 Website: www.Digit.co Phone Number: +1 866-630-2506
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IMPORTANT NOTICES

- (1) THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION SETTING FORTH THE RULES FOR DISPUTE RESOLUTION WITH US.
- (2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE IN YOUR ACCOUNT. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE ACCOUNT BALANCE.
- (3) BY OPENING OR MAINTAINING THIS ACCOUNT, YOU'RE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT. THEY INCLUDE (1) THE FEE SCHEDULE; (2) OUR PRIVACY POLICY, AND (3) ANY ADDITIONAL DISCLOSURES REGARDING YOUR ACCOUNT AND/OR RELATED FEATURES OR SERVICES THAT WE MAY PROVIDE TO YOU FROM TIME TO TIME.
- (4) WE MAY CLOSE THE ACCOUNT AT ANY TIME, WITH OR WITHOUT CAUSE (SEE THE SECTION TITLED "ACCOUNT CLOSURE", BELOW, FOR MORE INFORMATION).

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

1. DEFINITIONS

Access Device	Your Card, PIN, password, and any other code or device that we provide to access your Account.
ACH	The Automated Clearing House network, a funds transfer system governed by Nacha rules, that provides funds transfer services to participating financial institutions.
Actual Balance	The aggregate amount of funds in your Account according to our records, which includes electronic credits and all deposits. Your Actual Balance may be different than your Available Balance. For example, you may have a pending transaction that reduces your Available Balance but has not fully settled, meaning your Actual Balance will be higher until the transaction clears.
ATM	Automated Teller Machine.
Available Balance	Funds in your Account available for withdrawal and authorizing transactions, which may differ from your Actual Balance. The Available Balance is reduced by 1) pending transactions, such as a point-of-sale transaction; 2) funds on hold in accordance with our Funds Availability Policy; 3) our receipt of notice that a transaction will be presented or returned; or 4) our receipt of legal process relating to your Account.
Business Day	Any day that is not a Saturday, Sunday or federal holiday. Any references to "days" in this Agreement means calendar days unless indicated otherwise. Non-Business Days are considered part of the following Business Day.
Card	The debit card that may be used to access the funds deposited in your Account as further described in the section below titled "Using Your Account."
Cash Transfer	A transfer of funds for deposit into your Account that is initiated at a money transmission service provider or Mobile Check Service and that is subject to the terms and conditions of the money transmission service provider or Mobile Check Service.
Customer Service	The support we make available for your Account, available at the address, website and phone number listed in the section below "Customer Service Contact Information."
Direct Deposit	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.
Electronic Funds Transfer ("EFT")	A system of transferring money from one bank account directly to another without any paper money changing hands, like direct deposit, ACH, and wire transfers.

Financial Service	Your Account or any financial product or service made available by us through the OAC or Mobile App or otherwise in connection with your Account.
Fee Schedule	The document listing fees applicable to your Account, which is attached to this Agreement as amended from time to time.
Funds Availability Policy	See section below.
Item	Service charges, EFTs and other electronic items or transactions, checks, drafts, preauthorized payments, automatic transfers, telephone-initiated transfers, ACH transactions, online banking transfers or bill payment instructions, adjustments, and any other instruments or instructions for the payment, transfer, or withdrawal of funds.
Mobile App	The mobile application made available to you through which you may obtain information regarding, and otherwise manage, your Account. Please Note: Message and data charges may apply from your wireless service provider when using the Mobile App.
Mobile Check Service	A service you may choose to obtain from a third party in which you negotiate a check to that third party, and the third party transfers the funds from that check into your Account through an ACH or other EFT transaction.
Online Account Center or OAC	The website listed above under the Customer Service contact information, through which you may obtain information regarding, and otherwise manage, your Account.
PIN	A Personal Identification Number used in connection with your Card to conduct Account transactions, as further described in the section below titled "Using Your Account."

2. ABOUT YOUR ACCOUNT

Your Account is a demand deposit checkless checking account. Transfers made to or from the Account may be made electronically or through checks issued by us (except as otherwise provided below).

The Account is not a prepaid account (e.g., where you pre-load money onto a card) or a credit product (e.g., where we loan you money). Pathward will not pay you interest on the funds in your Account, though you may receive other benefits associated with use of your Account from Digit based on your customer agreement with Digit. This Account is not designated for business use, and we may close your Account if we determine that it is being used for business purposes. We may close your Account or refuse to process any transaction involving your Account that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. When we receive the funds that you deposit to your Account, the funds are insured by the Federal Deposit Insurance Corporation ("FDIC"), subject to applicable limitations and restrictions of such insurance. You may not use your Account for any illegal transactions or any activity prohibited by this Agreement.

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

3. GETTING STARTED

a. Verification Process

(1) **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.

(2) **What this means for you:** When you open an Account, we will ask for your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other documents at any time.

Accounts 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 and issue a refund check to the address used to request the Account. We reserve the right to not open an Account for anyone in our sole discretion. We may also limit the number of Accounts that you have in our sole discretion. Your Account is subject to fraud prevention restrictions at any time, with or without notice.

(3) **Eligibility and Activation:** To be eligible to use and activate this Account, you represent and warrant to us that: (i) you are citizen or permanent resident of the fifty (50) United States 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 information that you have provided to us is true, correct and complete; (iii) you have read this Agreement and agree to be bound by and comply with its terms. You must also consent to receive electronic communications.

b. Account Application. To open an Account, you must apply online at <http://www.digit.co>.

c. Card Activation. In order to complete the process of opening your Account and to access the funds on deposit in your Account, you must agree to our terms, consent to receive electronic communications and activate the physical Card you received

from us in connection with your Account. To activate your Card, you must use the Mobile App or call Customer Service.

4. ACCOUNT FUNDS

a. Deposits

Deposits may be made only in the form and manner we permit in our sole discretion. Only electronic deposits are permitted. The deposit methods available for the Account are set forth in the chart below. We may, at our sole discretion, refuse to accept any deposit. If an Item you deposit is returned unpaid, we will debit your Account, and assess any other fee we pay or loss we incur. In addition, you are liable to us for all costs and expenses related to the collection of any amount from you. Funds deposited to your Account are available as described below under "Funds Availability Policy." Cash Transfers will not be FDIC insured until we receive the funds even if we make the funds available to you prior to receipt as described below.

b. Limits

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

The following limits apply to deposits and transfers to your Account.		
Deposit Method	Limit	Frequency
Direct Deposit	\$100,000/day and \$100,000/month	No limits
ACH transfers (including pre-authorized recurring transfers) from another financial institution	\$2,500/transaction; \$15,000/month	No limits
Funds added through credit or debit card transaction	\$2,000. No limit for intra-account money movement between spend, bills and save among this Account, the Digit Savings Program Account, and the Digit Bills Program Account.	
If you use a third-party service, such as a money transmitter, Mobile Check Service or other third party to make transfers to your Account, limits may be imposed by those third parties.		

Deposit transactions may be subject to a fee as set forth in the Fee Schedule. If you arrange to have funds deposited directly to your Account through an ACH credit transaction, you must enroll with the entity making a payment to you by providing our routing number and your Account number. Cash Transfer providers may require you to meet certain identification requirements, including presenting your Card, in order to complete Cash Transfers. We reserve the right to reject any deposit other than the deposit transactions set forth above that you have authorized. No other person can deposit money into your Account on your behalf without your authorization. We will not accept any checks, money orders or cash mailed or otherwise provided to us for deposit, or any inbound wire transfers to your Account. We are not liable for any checks, money orders or cash mailed to us.

c. Funds Availability Policy

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

If final payment is not received on any item you deposit to your Account, or if we are required to return any direct deposit or ACH credit transaction for any reason, you agree to pay us the amount of any returned item we previously credited to your Account.

You may arrange to have funds transferred by ACH to your Account by your employer or other appropriate payor. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five (5) Business Days after we receive the deposit. Note that after we make funds available to you, and you have spent, sent or withdrawn all or a portion of the funds, you are still responsible for any problems involving your deposit.

d. Preauthorized credits

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

e. Transaction processing order

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

- (1) Unless manual review is needed, Direct Deposits and any other ACH credits (including Cash Transfers) are added to your Available Balance at the time we receive and process the applicable ACH file or at the time we receive pending deposits that are immediately available for your use. ACH debits are deducted from your Available Balance in the order of lowest to highest dollar amount if multiple ACH debits are present in a single ACH file that we process.
- (2) Transactions received real-time during the day are processed as they occur. Debit transactions received during the day are debited from your Account as they occur if there is a sufficient Available Balance in the Account to pay them (for example, ATM and other Card transactions). Please note: Your Available Balance may not reflect every transaction you have initiated or previously authorized (e.g., pre-authorized debit transaction holds that are later released).
- (3) Fees for services we provide that have not already been debited from your Account are deducted from your Available Balance after other transactions have been processed.

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

f. Third-Party transfers.

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

g. Other Types of Deposits.

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

5. USING YOUR ACCOUNT

a. Accessing Funds and Limitations

Each time you use your Card or another permitted method to access funds in your Account, the Available Balance in your Account will be reduced by the amount of the transaction and applicable fees. Generally, you may not exceed the Available Balance in your Account through an individual transaction or a series of transactions. If a transaction on your Account exceeds the balance of the funds available in your Account, you will remain fully liable to us for the amount of the transaction and any corresponding transaction fees(s) and agree to pay us promptly for the negative balance. If your Account has a negative balance, any deposits will be used to offset the negative balance. We may also, to the extent permitted by applicable law, use any deposit or balance on another account you have with us to offset a negative balance in your Account. If you have not deposited sufficient funds to your Account to cover the negative balance within 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. If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself. The following types of electronic fund transfers are available on your Account:

- (1) **ACH Debits.** You may provide another party the ability to initiate transfers from your Account (on a one-time or recurring basis) through an ACH transaction. If you authorize the party initiating the withdrawal with advance authorization to make recurring ACH transfers to or from your Account, the transfers are referred to as "preauthorized transfers."
- (2) **ATM or POS cash withdrawals.** With your PIN, you may use your Card to obtain cash from ATM or any point-of-sale ("POS") devices, if and as permitted by the relevant merchant, bearing an acceptance mark displayed on the Card. ATM transactions are treated as cash withdrawal transactions. You may also obtain your Account balance through certain ATMs. See the Fee Schedule for information about fees that may be applicable to the use of your Card to obtain cash or Account balance information. In addition, some or all transactions may be subject to a surcharge assessed by the terminal owner. Any cash withdrawn through an ATM or POS device transaction, or through a participating bank, will be subject to the limitations set forth in the section below labeled "Limits." Cash withdrawals are available up to the daily authorization limits disclosed below, provided the Available Balance in your Account is greater than or equal to the amount requested plus any fees that may be charged along with the cash withdrawal. Cash withdrawals may also be subject to varying daily limits at the terminal owner's discretion. If you use your Card and PIN to obtain Account balance information through an ATM, please note that the balance information provided may not reflect recent transactions and may include funds that are not available for immediate withdrawal.
- (3) **Cash withdrawals at a participating financial institution.** You may use your Card to obtain cash through an over the counter transaction at a participating financial institution.
- (4) **Card Purchases.** You may use your Card to purchase goods and services from merchants that accept Cards bearing an acceptance mark displayed on the Card as a method of payment.
- (5) **Account Transfers.** By using a transfer option available on your Account within the OAC or Mobile App, you may direct that funds be transferred from your Account to: (i) the Digit Saving Goals Program Account; (ii) the Digit Bills Program Account and other accounts you own and hold with us; (iii) other accounts you own and hold at certain other financial institutions; or (iv) third-party accounts held by other people or at other financial institutions. Account transfers may be subject to separate terms and conditions applicable to OAC or the Mobile App.

b. Limits

The following limits apply to transactions on your Account:

Transaction Types	Limit	Frequency
POS domestic & international, including PIN transactions and excluding AFTs	\$2,000/day	No limit
ACH transfers (including pre-authorized recurring transfers) to another financial institution	\$5,000/transaction; \$20,000/month	No limit

BillPay Check Issuance (User initiated bill pay check)	\$3,000/first check; No limit after	No limit
ATM Cash Withdrawals (domestic or international)	\$500/day	No limit
Cash Back/Bank Teller Withdrawals	\$500/day	No limit
Combined total for POS, PIN, ATM and Cash Back	\$3,000/day	No limit
Debit Account Funding Transactions (AFT)	\$5,000/day	No limit
If you allow a third party, such as a money transmitter or other third party to make pre-authorized debits, limits may be imposed by those third parties.		

c. International Transactions

If you make a purchase or obtain cash using your Card in a currency or country other than US Dollars ("International Transaction"), the amount deducted from your Account will be converted by the network or card association that processes the transaction into an amount in the currency of your Account. The rate they choose is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date.

d. Preauthorized Transfers

- (1) **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how: Call or write us at the Customer Service Information listed above in time for us to receive your request at least three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments. To stop a recurring payment to a merchant you have preauthorized to debit your Account, you may also contact the merchant to request that the recurring payment be cancelled. If you have arranged for recurring payments to a merchant and you want to cancel the recurring payment, contact Customer Service.
- (2) **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- (3) **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

e. Our Liability for Failure to Complete Transactions

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

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

f. Authorization Holds

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Account may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds. You do not have the right to stop payment on an authorized purchase transaction, except as otherwise provided herein. If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier.

g. CONFIDENTIALITY

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

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

6. DOCUMENTATION

a. Periodic Statements

You must consent to receive electronic communications, including electronic periodic statements and end-of-year tax forms. This means: (i) you will not get paper statements, and (ii) you must keep us supplied with your valid email address. You will be able to review Account transactions and Account statements through the OAC. The Account statement shall be deemed received on the date that it is posted to the OAC.

Periodic statements will be provided for each monthly cycle in which an EFT occurs. 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 or posting statements to the OAC. Your Account is dormant if your Account has not had any customer-initiated activity, that is, no purchases; no cash withdrawals; no cash remittances; or no balance inquiry fees for 365 consecutive days. For security reasons, we may refuse a withdrawal or transfer from Accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization.

b. Receipts

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

7. LOST OR STOLEN CARDS; UNAUTHORIZED TRANSACTIONS.

a. Contact Customer Service Immediately

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

b. Your Liability for Unauthorized Transfers

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

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

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

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

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If you have any further questions regarding our error resolution procedures, please contact Customer Service.

d. Your Liability for Unauthorized Visa Transactions

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

8. ADDITIONAL TERMS OF THE AGREEMENT

a. Personal Identification Number ("PIN")

You will receive a Personalized Identification Number ("PIN") by SMS text message when you activate your physical card. You should not write or keep your PIN with your Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in this Agreement.

b. Returns and Refunds

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

c. Card Replacement and Expiration

If you need to replace your Card for any reason, please contact Customer Service. 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. Please note that your Card has a "Valid Thru" date on the front of the Card. You may not use the Card after the "Valid Thru" date on the front of your Card.

d. Additional Cards/Authorized Users

The Account may only be owned and titled in the name of one individual. Account ownership is nontransferable. The Account cannot be owned or titled jointly, by an organization, as "Payable on Death" or "In Trust For". You may not permit another person to have access to your Card or Account other than by requesting us to issue an additional Card that will allow another person to access the funds in your Account. If you do, that person will be an "authorized user" on the Account and will be able to create Card transactions or other transactions that debit the Account, make deposits to the Account and have access to information about the Account and Cards and to engage in transactions through OAC and the Mobile App. If you do provide access to your Card or Account, or authorize us to issue another Card on your Account, you are liable for all transactions conducted using the Card and any additional Card or the Account. You are wholly responsible for the use of each Card and Account according to the terms of this Agreement, subject to the terms of this Agreement and applicable law.

e. Communications

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

f. Change of Address

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

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

9. BILL PAY SERVICE TERMS

The following terms ("Bill Pay Terms") govern your access to and use of the bill payment services made available to you with your Account through a third-party service provider ("Bill Pay"), the websites or telephone services from which you access the Bill Pay Service (collectively, the "Bill Pay Site"), and the data used to process and complete bill payment transactions (the "Data"). By accessing and using the Bill Pay Service, you agree to these Bill Pay Terms and you are solely responsible for compliance

with applicable law. You must have given your consent to receive legally required communications or disclosures in electronic form in order to use the Bill Pay service. If you withdraw your consent, you will no longer be able to use the Bill Pay service.

a. Usage and Availability.

You agree that you will not provide access to the Bill Pay service to any party other than yourself. You agree to use the Bill Pay service and the Data only for lawful purposes. You agree not to use the Bill Pay service to make payments to billers outside the United States. The availability of the Bill Pay service and the Data may be subject to interruption and delay due to causes beyond our reasonable control. We reserve the right to change the Bill Pay service and these Bill Pay Terms, including fees, in our sole discretion and from time to time, without notice to you except as required by applicable law. If you do not agree to any amendments, you may stop using the Bill Pay service. Your use of the Bill Pay service after you are notified of any change will constitute your agreement to the change. We may suspend, terminate or discontinue the Bill Pay service at any time. The termination of the service shall not affect any fees or charges already due to us from you, including any amounts that may have drawn your Account negative by using the Bill Pay service. Please see the Fee Schedule for any fees applicable to the Bill Pay service.

b. Authority to Debit Account.

If you choose to use the Bill Pay service, when you schedule a payment you authorize us to debit funds from your Account on the scheduled payment date and remit funds on your behalf to your designated biller payee in order to make the payment. You agree to have funds available in your Account in amounts sufficient to pay for all bill payments you initiate. You are responsible for paying any negative balance in your Account resulting from bill payments we have made on your behalf, in accordance with the terms of this Agreement. You also authorize us to credit returned or rejected payments from using the Bill Pay service back to your Account.

c. The Bill Payment Process.

(1) How to Set up Biller Payees. You can set up a payee by going through the Send a Check flow within the Mobile App.

(2) Method of Payment. Bill payments will be made by sending the biller a check, draft, or similar paper instrument drawn on your funds debited from your Account (each, a "Paper Payment"). With Paper Payments, funds in the amount of the payment will be placed on hold or withdrawn from your Account on the date you schedule the payment to be sent, regardless of when the Paper Payment is sent or presented for payment. Paper Payments will be issued and sent through a bank other than Pathward. Paper Payments in the form of checks will expire after 90 days of not being cashed or deposited by the biller, and the funds will be credited back to your account within 2 to 5 days of check expiration.

(3) Submissions and Timelines. Bill payments will be processed on the business day you designate the payment to be sent, provided the payment request is received prior to the cut-off time we set, which is currently noon Central Time. Bill payment requests received after the business day cut off time, or at any time on a non-business day, will be processed on the next business day. We reserve the right to change the cut-off time by giving you notice if it changes. Paper Payments are normally received by the biller within seven (7) business days. We may stop payment of the Paper Payment if the biller does not cash the Paper Payment on or before the expiration date (see above), and if we do so we will issue a credit to your Account for the amount of the Paper Payment.

(4) Scheduling Bill Payments. Due to circumstances beyond our control (e.g., speed of mail delivery), you should schedule your Paper Payments to be sent at least 7 business days prior to the payment due date reflected on your biller's statement. After your first payment has posted you will have a better understanding of how much time to allow for each biller. If you do not schedule your payment to be sent at least seven (7) business days before the payment due date, your bill payment may not reach or be processed by the biller on or before the payment due date.

(5) Failed Payments. Failed payments will be credited to your account within 5 business days of the system notification that the payment failed.

(6) Cancelling or Changing Bill Payments. You can cancel payments by (a) visiting the Send a Check flow within the Mobile App and clicking cancel (if the option is available) or (b) by contacting Customer Service to stop payment of a Paper Payment up until the Paper Payment has been presented for payment.

(7) We may set a maximum dollar amount for payment or refuse to permit any payment if we reasonably believe such refusal is necessary or advisable for security reasons.

d. Prohibited Payments.

You agree not to use the Bill Pay service to make payments to billers outside the United States, tax payments to the Internal Revenue Service or any state or other government agency, or court-ordered payments, such as alimony or child support.

e. Refusal, Reversal and Return of Payments.

We reserve the right, without liability, to reverse or refuse to make a bill payment if you do not have sufficient funds in your Account to fund the payment, if you fail to comply with these Bill Pay Terms or if we believe the payment to be prohibited by law. The Bill Pay service may return payments for various reasons, including, but not limited to: (i) the biller or billing account information is not valid; (ii) the biller does not deposit a Paper Payment; (iii) the biller account is paid in full; or (iv) the U.S. Postal Service does not deliver or returns a Paper Payment.

f. Disclaimer of Warranty.

YOU EXPRESSLY AGREE THAT USE OF THE BILL PAY SERVICE, THE BILL PAY SITE AND THE DATA IS AT YOUR

SOLE RISK, AND THE BILL PAY SERVICE, THE BILL PAY SITE, AND THE DATA ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

g. Responsibility for Failed, Delayed or Inaccurate Bill Payments.

We are not responsible for any failure to complete or delay in completing any bill payment if (1) your Account does not contain sufficient funds to complete the transaction, (2) the biller rejects or returns the payment for any reason, or a Paper Payment sent to pay a bill is delayed or is never cashed or deposited by the biller payee, (3) the Bill Pay service is unavailable or not working properly, and you know, or we have told you about the problem before the payment is sent, (4) you have provided us with incomplete, incorrect, or outdated information about the biller or account you wish to pay or the amount of the bill, (5) the biller mishandles or delays handling or posting any payment we send, or (6) any other action or omission of a biller. We do not guarantee that any payment will be received by the payment due date, and we are not responsible for any interest, late fees, expenses or other damages you incur due to failed or delayed payments. If a payment fails, it is your responsibility to notify the biller immediately and make the necessary arrangements to reschedule payment. We are not responsible for any bill payments you initiate that are higher or lower in amount than your actual bill. If you make an overpayment that causes a credit to an account with your biller, you will be responsible to make appropriate arrangements with the biller to receive a refund of the credit or have it applied against future balances. If you underpay a biller you are responsible for resolving the issue with the biller on your own, which may involve your making a separate bill payment for the remaining balance of your bill.

WE WILL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE LOSSES, DAMAGES, OR EXPENSES IN CONNECTION WITH THESE BILL PAY TERMS OR THE BILL PAY SERVICE, EVEN IF WE HAVE KNOWLEDGE OF THE POSSIBILITY OF THEM. ADDITIONALLY, WE ARE NOT RESPONSIBLE FOR ANY LOSSES, ERRORS, INJURIES, EXPENSES, CLAIMS, ATTORNEY'S FEES, INTEREST OR OTHER DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL, CAUSED BY THE BILL PAY SERVICE.

h. Indemnity.

You agree to defend, indemnify and hold us and our officers, employees, directors, suppliers, agents and service providers harmless from and against any third-party claims, including any damages, costs, expenses and attorneys' fees arising out of your negligent use of the Bill Pay service or the Bill Pay Site, or your failure to comply with applicable law or these Bill Pay Terms

10. OPTIONAL FEATURES AND SERVICES

For more information on the following product features or services, contact Customer Service.

a. Digit Saving Goals Program Account and Digit Bills Program Account

Your Account includes access to a linked Digit Saving Goals Program Account and a Digit Bills Program Account. Separate terms and conditions apply to the Digit Saving Goals Program Account and Digit Bills Program Account.

See your OAC for more information including terms and enrollment.

b. Virtual Cards

If you request an Account online and we are able to verify your identity to our satisfaction, we will provide you with two (2) virtual Cards (each, a "Virtual Card") through the Mobile App that you can use before and after you receive your personalized physical Card. One Virtual Card can be used for paying bills from the Digit Bills Program Account. The other Virtual Card will be for use with spend transactions under this Account. A Virtual Card is an online representation of your physical Card. You can use the Virtual Card as provided in this Agreement, with the following limitations: you may not add funds to your Account using your Virtual Card; and you may not access ATMs with a Virtual Card.

11. LEGAL NOTICES

a. English Language Controls

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

b. Account Closure

You may close your Account by contacting Customer Service. Your request for Account closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Account be closed, we will send you a check for any remaining balance on your Account. We reserve the right to close your Account should you complete or attempt to complete any of the prohibited actions in this Agreement.

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

c. Disclaimer of Warranties

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR

WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OUR SERVICES OR ANY FINANCIAL SERVICE OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

d. Assignability

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

e. Amendment and Cancellation

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

f. 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 setoff 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 record 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. These funds will not earn interest and will not be considered as part of your combined balances when we determine Account fees and rates.

g. Other Terms

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

12. JURY TRIAL WAIVER

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

13. ARBITRATION CLAUSE

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

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

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

		start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers, such as a motion to compel arbitration. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop unless a court rules otherwise.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award.
Arbitration Fees and Awards.		
Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees, and ask us to pay. We will always pay amounts required under applicable law or the administrator's rules.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator within 14 days of the ruling. The Arbitrator will determine whether to grant such request.
What happens if a part of this Arbitration Clause cannot be enforced?	It depends	If any portion of this Arbitration Clause cannot be enforced, the rest of the Arbitration Clause will continue to apply, except in two instances. First, if a court rules that the Arbitrator can decide a Dispute on a class basis and that ruling is not reversed on appeal, then this entire Arbitration Clause (except for this sentence) will be void. Second, if a claim is brought seeking public injunctive relief and a court determines that the restrictions in this Arbitration Clause prohibiting the Arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), then the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case, the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

Pathward, N.A., Member FDIC, 5501 S. Broadband Lane, Sioux Falls, SD 57108

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FACTS**WHAT DOES PATHWARD,
NATIONAL ASSOCIATION DO
WITH YOUR PERSONAL
INFORMATION?****Why?**

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

What?

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

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

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

How?

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

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

Questions?

Go to www.Pathward.com/privacy-policy.

Who we are

Who is providing this notice?

This privacy policy is provided by Pathward and applies to Pathward products and services.

What we do

How does Pathward protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Pathward collect my personal information?

We collect your personal information, for example when you

- Open an account or apply for a loan
- Make deposits or withdrawals from your account or provide account information
- Make a wire transfer

We also may collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State law and individual companies may give you additional rights to limit sharing. [See below for more on your rights under state law.]

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Pathward does not share with our affiliates.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Pathward does not share with nonaffiliates so they can market to you.*

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partner(s) include nonaffiliated financial companies that we may partner with to jointly market financial products or services to you.*

Other important information

Special Notice for State Residents

Residents of California or Vermont: We will not share with nonaffiliates except for our own marketing purposes, our everyday business purposes, or with your consent.

Residents of Nevada: We are providing this notice pursuant to Nevada law.