

AGREEMENT AND CONSENT TO RECEIVE ELECTRONIC DISCLOSURES

This E-SIGN Consent contains important information regarding your transaction of business with us electronically. Please read it carefully and keep a copy for your records. You should not enroll or apply to obtain products or services from us or accept this agreement from a public computer.

This Agreement and Consent to Receive Electronic Disclosures (“E-SIGN Consent”) applies to all of your accounts, products, and services with Pathward, National Association (“we,” “us,” and “our”) accessible, either currently or in the future through Online Banking (whether accessed through a personal computer or mobile device) and is being provided pursuant to the federal Electronic Signatures in Global and National Commerce Act. We may provide specific information, required by law to be provided to you in writing, to you electronically if we first present the information in this E-SIGN Consent and obtain your consent electronically. Your consent will also apply to any other person authorized to access your account, product or service through Online Banking, subject to applicable law. Since certain of our accounts, products, or services are provided online and use electronic means to deliver information, you must consent to this E-SIGN Consent in order to use these services. We may still send you paper Disclosures, but we need to know that you are willing to, and capable of, receiving disclosures electronically that we may otherwise be required to provide on paper. You will still be able to select whether you wish to receive certain Disclosures (such as periodic statements) in electronic format or paper format. You may access the most current version within Online Banking by logging into your account at www.Pathward.com. In order to sign up to receive products or services electronically, you will be required to acknowledge receipt of these Disclosures, agree that you have read the Disclosures and consent to the electronic delivery of all Disclosures.

Consent to Receive Electronic Disclosures

By clicking “I ACCEPT,” you acknowledge the electronic receipt of this E-SIGN Consent and agree to receive any and all communications, agreements, documents, notices, and disclosures (collectively “Disclosures”) that we provide to you regarding the products and services that you obtain from us electronically. We will provide these Disclosures through our Online Banking (whether accessed through a personal computer or mobile device) which you may log into from www.Pathward.com. You acknowledge that you are able to electronically access and print such Disclosures.

Hardware and Software Requirements to Access Disclosures

In order to access and retain electronic Disclosures, you will need:

For Online Banking through a personal computer:

- A computer or other device with an Internet connection.
- A monitor or other device to view the Disclosures using your Internet browser.
- A current Internet web browser which is capable of supporting HTML and 128-bit TLS encryption.
- Adobe Acrobat® version 9.0 and above to open any documents in .pdf format; and
- Access to a computer and operating system that can support these functions and software, and that has sufficient storage space for you to save the Disclosures for later reference or an installed printer to print the Disclosures.

For Online Banking through a mobile device or tablet:

- A mobile device with a compatible operating system including:
 - iPhone with iOS version 10.0 or higher
 - Android Phone with operating system version 5.0 or higher
- Access to an Internet web browser which is capable of supporting HTML and 128-bit TLS encryption; and
- Access to a computer and operating system that can support these functions and software, and that has sufficient storage space for you to save the Disclosures for later reference or an installed printer to print the Disclosures.

We will notify you if there are any material changes to the hardware or software needed to receive electronic Disclosures regarding your Account. By giving your consent, you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Disclosures for your records.

Requesting a Paper Copy of Electronic Disclosures

Your agreement to receive Disclosures from us in electronic form does not mean you cannot obtain a paper copy of any Disclosure provided to you electronically. You may request such a paper copy by contacting Customer Service at **1-866-559-5037** or writing to us at **Pathward, N.A., 5501 S. Broadband Lane, Sioux Falls, SD 57108**. There may be a fee for paper copies of statements. Please see the current Service Fee Schedule that we have provided to you. If you need to request an additional copy of the Service Fee Schedule, you may request a copy by contacting Customer Service at **1-866-559-5037**.

Withdrawing Your Consent

You may withdraw your consent to receive Disclosures electronically by contacting Customer Service at **1-866-559-5037** or writing to us at **Pathward, N.A., 5501 S. Broadband Lane, Sioux Falls, SD 57108**. If you do so, we will mail paper versions of all Disclosures. **NOTE: Fees may apply (see the current Service Fee Schedule provided to you)**. If you need an additional copy of the current Service Fee Schedule, you may request a copy by contacting Customer Service at **1-866-559-5037**. If you have withdrawn your consent and wish to consent to receive electronic Disclosures again in the future, you may do so by contacting Customer Service at **1-866-559-5037** or writing to us at **Pathward, N.A., 5501 S. Broadband Lane, Sioux Falls, SD 57108**.

© 2022 Pathward, N.A.

Pathward
www.Pathward.com

ONLINE BANKING AGREEMENT

This Online Banking Agreement (“**Agreement**”) governs your use of the Online Banking Services (or “**Services**”) through which you may electronically access your Pathward accounts. These Services may permit you to perform a number of banking functions through the use of a personal computer or, for some functions, a mobile device on accounts linked to the service. For purposes of this Agreement, “Pathward”, “we”, “us” and “our” refer to Pathward, National Association. The terms “you” and “your” refer to the accountholder authorized by us to use the Services and anyone else that you allow to exercise control over your accounts by allowing them access to the Online Banking Services.

By using any of the Online Banking Services or authorizing others to use them, you agree to the terms and conditions applicable to use the Services. Acceptance of this Agreement does not change the agreements you already have with us for your accounts. Certain features, such as Bill Pay, may be subject to additional terms that will be disclosed prior to your use of such feature.

1. ONLINE BANKING SERVICES

You may use the Online Banking Services to:

- Transfer funds between your Pathward accounts
- Bank-to-Bank Transfers between your Pathward accounts and other personal accounts
- Pay bills from your Pathward accounts
- View current balance information, transactions, account histories, check images if available, and statements for your Pathward accounts
- Perform self-service account maintenance such as stop payment requests, updating contact information, changing your password, setting up alerts
- Chat securely with us during Business Hours
- Schedule banking alerts and notifications

Some of the above Services may not be available for certain accounts or customers, or if you access Online Banking through the Mobile Banking App or Mobile Web.

2. SERVICE FEE SCHEDULE

You agree to pay the fees and charges you incur for your use of the Services as set forth in the [Service Fee Schedule](#) and this Agreement. You are also responsible for telephone and internet service fees you incur in connection with your use of the Services.

3. ACCESS

To use the Services, you must have at least one eligible Pathward account, access to internet service, and an email address. Once we have verified your account information, you will establish a login ID and password (your password can be changed within the Options screen and we recommend that you do so regularly). The Online Banking Services can only be used to access the accounts on which you

are a primary or joint accountholder. You are responsible for keeping your login ID, password, and challenge questions secure. We have no obligation to monitor transactions through the Online Banking Services to determine that they are made by, or on behalf of, an accountholder.

Generally, access to the Online Banking Services is available seven days a week, twenty-four hours a day, although some or all of the Services may not be available occasionally due to emergency or scheduled system maintenance. Access to the Services is provided on an “as is, as is available” basis. We may post notice of any extended periods of non-availability of the website. We make no warranties of any kind, whether express or implied, for the Services.

4. SECURITY

You determine what password you will use. Your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Online Banking Services will be revoked. To reinstate your authorization to use Online Banking Services, you must contact us to have your password reset or to obtain a new temporary password. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, and should be memorized rather than written down. You agree to comply with the password requirements enforced by Online Banking Services.

You understand the importance of your role in preventing misuse of your accounts through Online Banking Services and you agree to promptly examine your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver’s license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking Services is encrypted in an effort to provide transmission security and the Online Banking Services utilize identification technology to verify that the sender and receiver of transmissions through use of the Services can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Services are secure, you acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Services will not be monitored or read by others.

5. TRANSFERS BETWEEN PATHWARD ACCOUNTS

Transfers initiated through Online Banking Services before 8:00 p.m. (Central Time) on a business day are posted to your account the same day. Transfers completed on Saturday before 7:00 p.m. (Central Time) are posted to your account the same day. Transfers completed on Sunday, a federal holiday, or after 8:00 p.m. (Central Time) on a business day, will be posted on the next business day. Identification of transfers are based upon the login ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts. If sufficient funds are not available to post the transfer on the requested date, the transfer will be cancelled.

6. MOBILE DEPOSIT SERVICE

The **Mobile Deposit Service “Mobile Deposit”** allows you to directly deposit checks to your Account. In order to use Mobile Deposit you must be eligible and have qualified to use Mobile Deposit.

Summary of Terms:

Fees	No Charge (note: consult your account agreement for Fees related to your Account)
-------------	--

Information needed on the Check	<p>We accept most types of checks for our review and approval. We will not accept foreign items, altered or fraudulent checks, Travelers or gift card checks, Credit Card checks or image replacement documents. All checks must be presented for deposit within six months of the date on the check. All checks must have the writer's name and address pre-printed on the check, be dated on or before the date of submission, be made out to you as your name appears in our system, contain matching amounts in the written and numerical amount lines, be signed by the check writer, be endorsed to you and the endorsement must match the name on the payee line on the front of the check. Below your endorsement, write "For Mobile Deposit at Pathward Only."</p>
Check Deposit Limits	<p>The maximum amount you may deposit in your Account using Mobile Deposit is \$5,000 per check, per day, subject to any Account deposit limits. We may increase or decrease your Check Deposit limits for Mobile Deposit from time to time in our sole discretion; provided, however, that you are solely responsible for complying with any limits applicable to your Account.</p>

Mobile Deposit Description. Mobile Deposit allows you to deposit funds from any type of check, including payroll checks, government checks, first party checks (checks you have written to yourself), and second party checks (checks others have written to you), into your Account (a "Check Deposit"). Each Check Deposit initiated using Mobile Deposit as described herein, is subject to our review and approval or rejection in our sole discretion and is completed by transferring the funds to your Account upon check approval. Pathward may accept or reject your check in its sole discretion based on a variety of factors. Following approval, we will deposit the check based on our timeframes set forth in the Funds Availability Policy Disclosure that you received with your Account agreement at the time of opening your Account. If approved, deposits made by 4:30 PM CST on a business day that we are open, will be deposited that day. After 4:30 PM CST, the following business day will be considered the date of deposit. Refer to your branch or banker to obtain a copy of the current Funds Availability Policy Disclosure.

Eligibility and Qualification. You must have a checking or money market savings account registered for Online Banking with us to be eligible for Mobile Deposit. Additionally, your Account must meet other certain qualification requirements such as no return deposit items or multiple non-sufficient funds (NSF) transactions or other criteria that may present increased risk to us. We may adjust the criteria required to qualify for Mobile Deposit at any time in our sole discretion. Upon acceptance of these terms and qualifying to use Mobile Deposit, Mobile Deposit will be made available to you through the mobile app.

Use of Mobile Deposit. By using Mobile Deposit, you represent and warrant that: (i) you are at least 18 years of age (or 19 if you reside in a state where the age of majority is 19); (ii) you are a U.S. citizen or legal alien residing in one of the 50 states or the District of Columbia; (iii) all the information you provide or have provided to us in connection with each Check Deposit, is true, correct and complete; (iv) you received a copy of these Terms and Conditions and agree to be bound by and to comply with its terms; and (v) you have downloaded the app and have agreed to all terms of use. You must have a verifiable address inside of the United States and be inside the United States when using Mobile Deposit.

Acceptance; Ongoing Use. Your acceptance and use of Mobile Deposit is subject to our initial and ongoing review and qualification, including our confirmation of your identity. From time to time as you use Mobile Deposit, we may ask you additional questions to confirm your identity. Pathward shall retain any information provided by or collected about you subject to the provisions of our Privacy Policy in effect from time to time. Such information may be transferred to any successor in interest to all or part of either of their business or assets. You agree not to use Mobile Deposit for any purpose prohibited by law.

Security of Login Credentials. You agree to comply with the terms and conditions you have been provided related to security of your password, and your mobile device. You agree not to give your Password, or make your Password or your mobile device available, to any person not authorized by you to access Mobile Deposit. You may also be required to respond accurately to your personal security questions to access Mobile Deposit. You will be responsible for all actions taken by users who obtained your Password from you.

Cancellation of Use of Mobile Deposit. You may cease your use of Mobile Deposit at any time, simply by not using it. You may also cancel your acceptance of Mobile Deposit at any time, by emailing us at **ibank@MetaBank.com** or by phone at **1-866-559-5037**. Should fees apply, fees applicable to Mobile Deposit services already rendered will not be refundable.

Suspension or Termination of Use of Mobile Deposit. We may suspend or terminate your use of Mobile Deposit at any time. We may re-evaluate your qualification for use of Mobile Deposit and transaction history at any time and from time to time, may reconfirm your identity, and may suspend or terminate your use of Mobile Deposit if we decide in our sole discretion that you no longer continue to qualify for the Mobile Deposit service for any reason, including but not limited to suspicion of fraud, sending us uncollectible checks, failure to verify your identity. No such termination or suspension will affect any of your or our respective rights and obligations arising under these Terms and Conditions prior to such action.

Retain Your Check. Once you have sent your check to us for processing and deposit, you must retain the check for 10 business days after the deposit is credited. The mobile app will provide you notice as to whether the check is accepted or rejected/failed. If your check is rejected/failed by us, we will not deposit it. A rejection/failure by us through the Mobile Deposit will not impact your right to attempt to deposit or cash the check anywhere else (including a Pathward branch location). If the check is accepted, you must not attempt to deposit or cash it anywhere else, and you should destroy the check in a secure manner, after 10 business days has lapsed. Duplicate transactions using the same check can be a type of fraud and may be subject to civil claims and criminal penalties.

Declines. We may decide to decline your Check Deposit at any time for any reason in our sole discretion. If that occurs, the transaction will be terminated, no fee (if applicable) will be charged, and you may take your check elsewhere for consideration of deposit or cashing, including a Pathward branch location. The decision to approve a Check Deposit is based upon the assessment of multiple factors and is not necessarily a reflection of you or the maker of the Check. We also may refuse to process a Check Deposit in our sole discretion, including, but not limited to, if we need to do so to comply with applicable law.

Your Representation and Warranty. You hereby represent and warrant that (i) any check you present for deposit to your Account using Mobile Deposit is a bona fide check for funds paid to you that has been obtained by you by lawful means, (ii) you are not aware of any facts or circumstances which would limit the value, legality, collectability or negotiability of any check you present for deposit to your Account using Mobile Deposit, (iii) any check you present for deposit to your Account using Mobile Deposit does not include any proceeds of criminal activity, and (iv) there are no unfulfilled conditions that limit the negotiability or value of any check you present for deposit to your Account using Mobile Deposit.

Rights Upon Dishonor. If your check is later dishonored, as determined by us in our sole discretion, we will have the right to reverse the Check Deposit and to offset the loss against any funds that may still be in the Account or any other account you may have, and you shall remain fully liable for the amount of the transaction. We reserve the right to bill you for any such funds not recovered or to recover them from future Check Deposits. You agree to pay us promptly for the dishonored funds, without further demand.

Confidentiality. We may disclose information to third parties about your Mobile Deposit use, any Check Deposit you attempt, or the transactions you make:

- Where necessary to complete the transaction (e.g., to verify the existence and condition of your Account or check); or
- To comply with government agency or court orders or as otherwise required by law or in connection with examinations by banking authorities.
- For analytical purposes.
- To our employees, auditors, affiliates, Mobile Deposit providers, or attorneys as reasonably necessary to administer Mobile Deposit.
- With your permission or otherwise in accordance with our Privacy Policy or as described in these Terms and Conditions.

7. ALERTS AND NOTIFICATIONS

Alerts. Your enrollment in Pathward Online Banking and/or Mobile Banking (the “**Service**”) includes enrollment to receive transaction alerts and notifications (“**Alerts**”). Alerts are electronic notices from us that contain transactional information about your Pathward account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within Pathward Online Banking and Alerts menu within Pathward Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. Pathward reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels (“**EndPoints**”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Pathward Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, **text "STOP" to 48179 at any time.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Pathward Online Banking and click the box next to your mobile number for the Alerts you’d like to receive again. For help with SMS text alerts, text “HELP” to **48179**. In case of questions please contact customer service at 866.559.5037. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Pathward provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Pathward's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Pathward, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

8. ELECTRONIC FUND TRANSFERS DISCLOSURES

Consumer Liability. Tell us at once if you believe your Pathward ATM Card or Pathward Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days after you learn of the loss or theft of your Pathward ATM Card or Pathward Debit Card or PIN, you can lose no more than fifty dollars (\$50) if someone used your Pathward ATM Card or Pathward Debit Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Pathward ATM Card or Pathward Debit Card or PIN and we can prove we could have stopped someone from using your Pathward ATM Card or Pathward Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

Contact in event of Unauthorized Transfers. If you believe your login ID and Password has been lost or stolen, call or write to us at the contact information below. You should also call the number or write to the address listed at the end of this Agreement if you believe a transfer has been made using the information from your check without your permission.

Business Days. Business days are Monday through Friday excluding holidays.

Transfer Types and Limitations. See the specific section related to the transaction type for transfer types and limitations.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

Documentation. You will get a monthly account statement from us for your savings or checking accounts, unless there are no electronic transfers in a particular month. In any case, you will get a statement at least quarterly. You will not receive a separate statement for Online Banking Services. Transfers to and from your accounts using Online Banking Services will appear on the respective periodic statements for your bank accounts. Periodic statements are also accessible through Online Banking Services and may be viewed, printed, or saved to designated media.

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

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the Online Banking Services were not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) Any other exceptions stated in this Agreement with you.

In Case of Errors or Questions about Your Electronic Transfers. Call or write to us at the telephone number or address listed below as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement upon which the problem or error appeared.

When you contact us:

- (1) Tell us your name and account number.
- (2) Describe the error or transfer you are unsure about and explain as clearly as you can why you believe it is an error, or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the MasterCard® logo. These limits apply to unauthorized transactions processed on the MasterCard® Network. If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your MasterCard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in

safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

9. TERMINATION OF ACCESS TO ONLINE BANKING SERVICES

You may cancel your use of Online Banking Services at any time by providing us with verbal or written notice by phone, e-mail, or postal mail. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. You agree that we can terminate or limit your access to Online Banking Services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

10. RESTRICTIONS ON USE

You agree not to use the Services in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services, the security of the Services, or other customers of the Services, or otherwise abuse the Services.

11. REVIEW AND CHANGES TO THIS AGREEMENT

We may amend or change this Agreement (including any applicable fees and Service charges) from time to time, in our sole discretion, by notifying you in accordance with applicable law and by making the updated terms available to you upon logging into your account at www.Pathward.com. If, at any time, you find this Agreement unacceptable or you do not agree to the changes to this Agreement, please discontinue your use of Services. Your continued use of the Services after we have made such changes available will be considered your acceptance of those changes.

12. PRIVACY

Please refer to the Pathward [Privacy Policy](#) located at www.Pathward.com or inquire at any branch location for information regarding our use of your information in connection with your use of the Services.

13. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Banking Services provided to you under this Agreement. We do not and cannot warrant that the Online Banking Services will operate without errors, or that any or all of the Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any direct, indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the Services, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through use of the Online Banking Services.

14. GENERAL TERMS

This Agreement constitutes the entire agreement between you and us governing your use of Services. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Your use of the Services and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Services is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. This Agreement and the Services shall be governed by and construed in accordance with applicable federal law and where applicable the laws of the state in which Bank is located.

15. HOW TO CONTACT US

If you have questions about these Term and Conditions, please contact us by email at ibank@MetaBank.com or by phone at **1-866-559-5037** or write to us at:

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

© 2022 Pathward, N.A.

Pathward, National Association Account to Account Transfer Terms of Service

GENERAL TERMS FOR EACH SERVICE

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Pathward, National Association (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely

responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by notifying you in accordance with applicable law and by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. If, at any time, you find this Agreement unacceptable or you do not agree to the changes to this Agreement, please discontinue your use of the Service. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship with You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: Pathward, N.A., 5501 S. Broadband Lane, Sioux Falls, SD 57108. We may also be reached at 1-866-559-5037 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not

limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital

currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and

g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed.
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by us or our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit.
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.
- d. You will reimburse us and our Service Providers for any fees or costs we incur in attempting to collect any amounts from you.

19. Information Relied Upon by Us. It is your sole responsibility, and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. You acknowledge and agree that we are relying upon the information you provided in originating a Service on your behalf. Any errors in the information, including incorrect or inconsistent account numbers or the ABA number or name of the other financial institution are your responsibility. You understand and agree that if Transfer Instructions identify an account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand that financial institutions holding the account may not investigate discrepancies between names and numbers. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we

reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above. Telephoning is the best way of keeping your possible losses down in this situation.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that FIRST identifies the error. You must:

1. Tell us your name and account number; and,
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for new accounts) after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days (twenty (20) Business Days for new accounts) for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on

the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with applicable federal law and where applicable the laws of the State of South Dakota, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.-The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

30. Indemnification. You agree to defend, indemnify, and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE

EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement and the Online Banking Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and the Online Banking Agreement or something stated by an employee or contractor of ours (including but not limited to its customer care personnel), with respect to the Service the terms of the Agreement will prevail.

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to

transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).
- d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account.
 2. The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction.
 3. The transfer is refused as described in Section 6 of the Transfer Money Terms below.
 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such

recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

2. Transfer Methods and Amounts. Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed, and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Service).

4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

5. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

7. Returned or Failed Transfers. In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

8. Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.

© 2022 Pathward, N.A