

Porte Account[®] Savings Account Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

By Telephone	1-800-267-7080	Live Agent Hours: Monday-Friday, 8 a.m. to 10 p.m. CT; Saturday-Sunday 8 a.m. to 8 p.m. CT
		The Telephone Automated Service is available twenty-four (24) hours a day.
By Mail	Netspend, P.O. Box 2136, Austin, Texas 78768-2136	
By Website	www.joinporte.com	Visit the Mobile App for more information about your Account and the services available to you.

IMPORTANT NOTICES:

- (1) BY APPLYING FOR, OPENING, AND/OR MAINTAINING THIS SAVINGS ACCOUNT, YOU AGREE TO BE BOUND BY THESE TERMS. PLEASE READ THESE TERMS CAREFULLY AND KEEP THEM FOR FUTURE REFERENCE.
- (2) IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SAVINGS ACCOUNT. YOU MAY CLOSE THE SAVINGS ACCOUNT BY CALLING CUSTOMER SERVICE.
- (3) THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION PROVISION ARE SET FORTH IN THE SECTION LABELED "DISPUTE CLAUSE."

This Savings Account Agreement ("**Terms**") sets forth the terms and conditions under which Pathward, National Association, has established, pursuant to your request, an optional Savings Account ("**Savings Account**") that is linked to your designated Porte Account ("**Deposit Account**"). If there is a conflict between these Terms and the agreement governing your Deposit Account ("**Agreement**"), these Terms shall govern in respect to rights and responsibilities related to the Savings Account.

In these Terms, "**you**" and "**your**" means the person who has applied for and opened the Savings Account. "**We**," "**us**," and "**our**" mean Pathward, N.A., Member FDIC, and our successors, affiliates, or assignees. "**Netspend**" refers to Netspend Corporation, who performs certain services related to the Savings Account on our behalf. "**Annual Percentage Yield**" or "**APY**" is the total amount of interest paid on a Savings Account, based on the interest rate and the frequency of compounding for a 365-day period (366-day period in a leap year), and is expressed as a percentage. "**Business Day**" means any day of the week that is not a Saturday, Sunday, or federal holiday. Any references to "days" found in these Terms means calendar days unless indicated otherwise. Non-Business Days are considered part of the following Business Day. "**Mobile App**" means the mobile application made available to you by us or Netspend through which you may obtain information regarding, and otherwise manage, your Savings Account (*standard message and data rates may apply*).

1. ABOUT YOUR SAVINGS ACCOUNT

Your Savings Account is an interest-bearing account available to holders of a Deposit Account. Your Savings Account is an account which allows you to set aside funds from your Deposit Account. Your Savings Account can only be funded by transfers from your Deposit Account. The Savings Account does not constitute a checking account, credit card, gift card, or prepaid card. This Savings Account is not designated for business use, and we may close your Savings Account if we determine that it is being used for business purposes. We may close your Savings Account or refuse to process any transaction that we believe may violate these Terms or represents illegal or fraudulent activity. The funds on deposit in your Savings Account are held with us on your behalf, and are insured by the Federal Deposit Insurance Corporation ("FDIC"), subject to applicable limitations and restrictions of such insurance. The Savings Account cannot be owned or titled jointly, by an organization, as Payable on Death or In Trust For. We may close your Savings 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.

2. ELIGIBILITY

You may apply to open a Savings Account by visiting the Mobile App. To be eligible to open and use the Savings Account, you must: (i) have an open and active Deposit Account that is eligible for an optional linked Savings Account; (ii) be a 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; (iii) agree to be bound by and comply with these Terms; (iv) consent to receive communications from us in electronic form (see the section below labeled "Delivery of Electronic Communications" for details); and (v) certify as to whether or not you are a U.S. person (or permanent resident) and that you have provided the correct TIN and the correct backup withholding status (see the

section below labeled "Tax Information" for details). Only one (1) Savings Account may be opened by you in connection with your Deposit Account.

3. TRUTH-IN-SAVINGS DISCLOSURES

To obtain current rate and annual percentage yield information, please call us at the number listed above or visit the Mobile App. For purposes of this Truth-in-Savings Disclosure, the term "Period" refers to a calendar quarter (or portion thereof if the Savings Account is opened or closed during the Period). We reserve the right to require at any time not less than seven days' notice in writing before any withdrawal from your Savings Account Rate Information.

Variable Rate effective 01/01/2022: Bonus Interest Rate – Tiered Variable Rate:

- An interest rate of 0.20% will be paid on your average daily balance with an APY of 0.20%.
- Additionally, the optional Porte Savings Account allows you to earn a higher interest rate of 2.97% with an APY of 3.00% on an average daily balance of up to \$15,000.00 during a calendar quarter if you (i) receive at least \$3,000.00 in Qualifying Direct Deposits (as defined below) into your Porte Spending Account in a calendar quarter, AND (ii) make at least fifteen (15) Qualifying Debit Card Purchase Transactions (as defined below) from your Porte Spending Account in a calendar quarter. The interest paid on average daily balances of over \$15,000.00 will be 0.20% with an APY range for this tier from 3.00% to 0.20%.

Qualifying Direct Deposits must be a direct deposit made by Automated Clearing House (ACH) transfer consisting of payroll, pension, or government benefits payments from an employer or a government agency. The recipient's name associated with such deposits must match the name of the Porte Account holder. Qualifying Direct Deposits **DO NOT include** non-payroll or government benefits deposits such as ACH transfers from your bank account at another financial institution, person-to-person transfers, or funds transferred from third party money transmission services such as, but not limited to, Apple Pay, Cash App, PayPal, Square, and Venmo, or mobile check deposits. Qualifying Direct Deposits must settle in your Porte Spending Account during the quarter for the higher interest rate to apply.

Qualifying Debit Card Purchase Transactions means a purchase transaction made with your Porte Debit Card at a merchant for goods or services. Qualifying Debit Card Purchase Transactions do not include, without limitation, ATM transactions, over-the-counter withdrawals, P2P transactions, debit card transfers, ACH transactions, payments made via a third-party money transmission services, such as, but not limited to, Apple Pay, Cash App, PayPal, Square, and Venmo or transfers to or from your Porte Savings Account. Qualifying Debit Card Purchase Transactions must settle in your Porte Spending Account during the quarter for the higher interest rate to apply. For example, transactions that post in the 1st calendar quarter but settle in the 2nd quarter will count as a Qualifying Debit Card Purchase Transaction for the 2nd quarter.

- You must meet the criteria for both the Qualifying Direct Deposit and Qualifying Debit Card Purchase Transactions during the calendar quarter in order to earn the higher interest rate for such quarter.

For example: if you receive a payroll direct deposit from your employer for \$3,000.00 on 02/05/2022 and make fifteen (15) Debit Card Purchase Transactions that settle in your Account between 01/01/2022 and 03/31/2022, you will earn a 2.97% interest rate on the average daily balance of up to \$15,000.00 in your Savings Account and 0.20% on the average daily balance above \$15,000 for that quarter. If, however, you receive

a Qualifying Direct Deposit for the quarter, but make the 15th Debit Card Purchase Transaction for that quarter on 03/31/2022 that *settles* in your account on 04/03/2022, you will not qualify for the higher interest rate and will instead receive a 0.20% interest rate on the average daily balance in your Savings Account for that quarter.

Determination of Rate: We may change the Annual Percentage Yield and corresponding interest rate at our discretion. The rate is not tied to an index.

Frequency of Rate Changes: We may change the interest rate on your Savings Account at any time.

a. **Compounding and Crediting of Interest**

- (1) **Frequency:** Interest will be compounded on a quarterly basis and credited to your Savings Account quarterly.
- (2) **Effect of Closing Your Savings Account:** If you or we close your Savings Account or your linked Deposit Account before interest is credited, you will receive the accrued interest. Notwithstanding the foregoing, if we close your Savings Account because we suspect illicit or fraudulent activity associated with your Savings Account or any of your other Deposit Accounts, then any accrued interest that has not been credited will be forfeited. For additional information see Section 10 (“Savings Account Closure”).

b. **Balance Information**

- (1) **Minimum Balance Requirements:** No minimum balance is required to open or maintain a Savings Account, avoid the imposition of any fees, or obtain the disclosed Annual Percentage Yield.
- (2) **Balance Computation Method:** We use the average daily balance method to calculate interest on your Savings Account. This average daily balance method applies a periodic rate to the average daily balance in your Savings Account for the Period. The average daily balance is calculated by adding the principal in your Savings Account for each day of the Period and dividing that figure by the number of days in the Period.
- (3) **Accrual of Interest on Deposits:** If funds are credited to the Savings Account before 3:30 p.m. (CT) on a Business Day, we will consider that day to be the day of the deposit, and interest will begin accruing. However, if funds are credited to the Savings Account after 3:30 p.m. (CT) on a Business Day, or on a Non-Business Day (e.g., a weekend or federal holiday), we will consider that the deposit was made on the next Business Day and interest will begin accruing.

c. **Fees**

There are no fees assessed against the balance maintained in your Savings Account. While a fee may be charged when you call Customer Service to make a Savings Account balance inquiry or request a copy of your Savings Account statements, any applicable fees will be deducted from your Deposit Account balance rather than your Savings Account balance (see your Agreement’s fee schedule for applicable fees).

d. **Transaction Limits**

There are no limitations on the frequency or dollar amount of one-time transfers that may be made to or from your Savings Account. Deposits cannot be made directly to your Savings Account. Deposits to your Savings Account must be made via transfer from your Deposit Account.

4. FUNDING YOUR SAVINGS ACCOUNT

The only funds eligible for transfer to your Savings Account are available funds in your Deposit Account. Subject to the limitations described in Section 3 above (labeled “Truth-In-Savings Disclosures”); you can transfer available funds from your Deposit Account by a one-time transfer of funds from your Deposit Account to your Savings Account through your Mobile App. Each one-time transfer of funds between your Savings Account and Deposit Account will post to your respective accounts within thirty (30) minutes.

5. USING YOUR SAVINGS ACCOUNT AND LIMITATIONS

The opening date for your Savings Account will be the date of enrollment.

a. **Access**

To access funds in your Savings Account, such funds must be transferred from your Savings Account to your Deposit Account. This transfer method will be the **sole method** for accessing or withdrawing the funds in your Savings Account. Once such funds have been transferred to your Deposit Account, you may spend or withdraw such funds

by any of the methods permitted under your Agreement; please see your Agreement for details about fees and limitations associated with such transactions. Funds transfers may be made by visiting your Mobile App, subject to the limitations described in Section 3 (labeled “Truth-In-Savings Disclosures”).

If your Deposit Account has a negative balance at the time funds are transferred from your Savings Account to your Deposit Account, those funds will be applied first toward such negative balance, including any fees due, before such funds are made available to you for transactions.

b. Limitations

No transactions (other than transfers to your Deposit Account) may be initiated by you or on your behalf using your Savings Account, nor will funds be automatically transferred from your Savings Account to your Deposit Account to honor any such transactions initiated using your Deposit Account. **YOU CANNOT ACCESS YOUR SAVINGS ACCOUNT FUNDS OR SAVINGS BALANCE INFORMATION THROUGH ANY ATM NETWORK.** Some ATM Networks may present a “savings withdrawal” or “balance inquiry” option to you when using the debit card (“**Debit Card**”) linked to your Deposit Account; however, any transactions attempted by selecting “savings” when using your Debit Card at an ATM may be declined.

6. FUNDS AVAILABILITY

All transfers to and from your Savings Account will be completed electronically. Funds transferred to your Savings Account via one-time transfer will be available within thirty (30) minutes. Once credited to your Savings Account, the funds will be available for retransfer back to your Deposit Account, subject to the limitations described in the section labeled “Truth-In-Savings Disclosures.”

7. DELIVERY OF ELECTRONIC COMMUNICATIONS

IF YOU WISH TO MAINTAIN A SAVINGS ACCOUNT WITH US, YOU MUST PROVIDE US WITH A VALID EMAIL ADDRESS AND CONSENT TO RECEIVE COMMUNICATIONS FROM US IN ELECTRONIC FORM. IF YOU WITHDRAW YOUR CONSENT TO RECEIVE COMMUNICATIONS FROM US IN ELECTRONIC FORM, YOUR SAVINGS ACCOUNT WILL BE IMMEDIATELY CLOSED, AND ANY AVAILABLE FUNDS (INCLUDING ANY ACCRUED INTEREST) WILL BE TRANSFERRED TO YOUR LINKED DEPOSIT ACCOUNT.

8. TAX INFORMATION

Generally, we are required to report annually to you and to the Internal Revenue Service (“IRS”) interest payments that total \$10.00 or more during the year on your accounts you have with us. We may also be required to report this information to the appropriate state revenue authority. If your Savings Account accrues more than \$10.00 in interest for a calendar year, we (or Netspend on our behalf) will mail you an IRS Form 1099-INT reflecting the total interest paid to you for such calendar year.

When you apply for a Savings Account, you must certify as to whether or not you are a U.S. person and that you have provided the correct TIN and the correct backup withholding status. If you do not provide this, or if the IRS notifies us that the name and TIN you gave us is incorrect, or if the IRS notifies us that you failed to report all of your interest and dividends on your tax return, we are required to backup withhold at the current backup withholding rate on interest paid to your Savings Account and pay it to the IRS. In some cases, a state and local tax authority may also require that we pay state and local backup withholding on interest paid to your Savings Account when we are required to pay backup withholding to the IRS. Backup withholding is not an additional tax. If you are subject to backup withholding, we are required to report to you and to the IRS regardless of the amount of the interest payment. You may claim amounts withheld and paid to the IRS as a credit on your federal income tax return. After the Savings Account is opened, it is your responsibility to inform us if you become subject to backup withholding. The Savings Account may remain open should you become subject to backup withholding.

For more information or to determine how this information applies to you, please consult your tax advisor.

9. LEGAL PROCESS

Regardless of where or how we are served, we will 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 we believe to be valid relating to you or your account. You agree that we will 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 Savings Account 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 enforce a right of 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 transfers to or from your Savings 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. We may deduct such expenses from your Savings 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. 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.

If legal action such as a garnishment, levy, or other state or federal legal process ("**Legal Process**") is brought against the Savings Account, we may prohibit transfers to or from it until the Legal Process is satisfied or dismissed. If Legal Process is brought against your Deposit Account, we may transfer funds from your Savings Account to your Deposit Account to satisfy such Legal Process. We may take action to comply with and will not contest on your behalf any Legal Process. Regardless of the terms of such Legal Process, we have first claim to any and all funds in your Savings Account, subject to applicable law. In satisfying any fees, charges, or other debts owed to us, and/or complying with any Legal Process, there may be insufficient funds left in your Savings Account for a transfer you previously authorized. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to any Legal Process affecting your Savings Account. You will indemnify us for any losses.

10. SAVINGS ACCOUNT CLOSURE

If your Savings Account is closed, the remaining funds in your Savings Account will be automatically transferred to your linked Deposit Account. If you or we close your Savings Account or your linked Deposit Account before interest is credited, you will receive the accrued interest. Notwithstanding the foregoing, if we close your Savings Account because we suspect illicit or fraudulent activity associated with your Savings Account or any of your other accounts, then any accrued interest that has not been credited will be forfeited. If your Deposit Account has a negative balance at the time of this transfer, the funds will be applied towards such negative balance, including any fees due, before such funds are made available to you for transactions. We will not send a check for the remaining Savings Account balance when the Savings Account is closed, unless your Deposit Account is closed as well. In that case we may return to you via check all available funds, minus applicable fees. If your Savings Account is closed for any reason pursuant to these Terms, there may be a ninety (90) -day waiting period before you may open another Savings Account linked to the same Deposit Account.

a. Closure Pursuant to Your Request

You may close your Savings Account at any time by calling Customer Service. If you elect to close your Deposit Account pursuant to the terms of your Agreement, we will treat this as a request to close your Savings Account as well. If you elect to withdraw your consent to receive communications from us in electronic form, we will treat this as a request to close your Savings Account.

b. Closure Due to Deposit Account Dormancy

If your Deposit 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 days, your Savings Account will be closed and any remaining funds (including interest accrued) will be transferred to your Deposit Account. Similarly, if your Savings Account has had no activity for 12 months, your Savings Account funds may be moved into the Deposit Account and your Savings Account will be closed.

c. Closure Due to Suspicious Activity

We may close your Savings Account if we suspect illicit, fraudulent, or suspicious activity on any of your Netspend-managed accounts with us. If we close your Savings Account or any of your other Netspend-managed accounts with us under these circumstances, the remaining funds in your Savings Account will be automatically transferred to your linked Deposit Account, and your Deposit Account will be closed. Under these circumstances, interest that might have been payable on your Savings Account at the end of the next quarterly period may be forfeited.

11. RIGHT OF SET-OFF

If you owe us money for any reason (for example, if any of your Deposit Accounts with us has a negative balance) and you fail to pay us according to your obligations under these Terms or your Agreement, you agree that we will

have the right to collect funds from your Savings Account in an amount equal to or less than the amount for which you are liable and that your Savings Account may be closed. We may exercise this right of set-off at any time without prior notice to you.

12. SAVINGS ACCOUNT BALANCE/PERIODIC STATEMENTS

You are responsible for keeping track of the available balance of your Savings Account. You will be able to review your Savings Account balance information, transfers, and statements for no cost by visiting your Mobile App. You may also obtain your Savings Account balance by calling Customer Service at 1-800-267-7080. There may be a fee assessed to your Deposit Account for this call (see your Agreement's fee schedule for fee details). If you have requested to receive text, Mobile App, or email alert updates for your Deposit Account, you will receive comparable alerts for your Savings Account (*standard message and data rates may apply*).

We will send you an email indicating that your Savings Account periodic statement is available in electronic format in your Mobile App for no fee. The Savings Account statement shall be deemed received on the date that it is posted to the Mobile App. A periodic statement will be provided for each month in which a transfer occurs. If no transfers occur, we will provide you an electronic statement quarterly. You will not automatically receive paper statements. You may request a copy of your statement by calling or by writing to Customer Service at the contact information above. There may be a fee assessed to your Deposit Account for each paper statement you request (see your Agreement's fee schedule for fee details).

13. INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS

a. Contact Customer Service Immediately

If you believe your Savings Account number has been lost or stolen or used without your permission, please call Customer Service, write to Customer Service, or email us at support@cs.joinporte.com.

b. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Savings Account number has been lost or stolen, or if you believe that a 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 Savings Account. If you tell us within 2 business days after you learn of the loss or theft of your Savings Account number, you can lose no more than \$50.00 if someone used your Savings Account without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Savings Account, and we can prove we could have stopped someone from using it without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make tell us at once. If you do not tell us within 60 days after the FIRST Savings Account statement on which the unauthorized transfer appeared was sent (or delivered through the Mobile App), you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

c. In Case of Errors or Questions About Your Transfers

Call Customer Service, write to Customer Service, or email us at support@cs.joinporte.com, as soon as you can if you think your Savings Account statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent (or delivered through the Mobile App) you the first statement on which the problem or error first appears. You will need to tell us:

- (1) Your name and Savings 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 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no

error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If you have any further questions regarding our error resolution procedures, please contact Customer Service.

14. CONFIDENTIALITY

We may disclose information to third parties about your Savings 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 Savings Account for a third party;
- (3) In order to comply with government agency or court orders, or other legal reporting requirements;
- (4) If you give us your written permission; or
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

Please see our [Privacy Policy](#) for information about how we collect, use, and disclose your information.

15. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

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

- (1) If, through no fault of ours, you do not have enough funds available in your Savings Account to complete a transfer;
- (2) If access to your Savings Account or Deposit Account has been blocked after you reported your account number lost or stolen;
- (3) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (4) If we have reason to believe the requested transaction is unauthorized;
- (5) If circumstances beyond our control (such as fire, flood, or computer or communications failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (6) Any other exception stated in our Terms or Agreement with you.

16. AMENDMENT AND CANCELLATION

We may change the Terms 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 these Terms. However, if the change is made for security purposes, we can implement such change without prior notice. Your termination of these Terms will not affect any of our rights or your obligations arising under these Terms or your Agreement prior to termination.

17. TELEPHONE MONITORING/RECORDING

We may monitor and/or record telephone calls between you and us to assure the quality of our Customer Service or as required by applicable law.

You agree that our agents or we may contact you at any telephone number you provide to us, including your cell phone number, for any informational, non-telemarketing purpose related to your Savings Account. You agree to receive these calls via an automatic telephone dialing system; messages, such as prerecorded or artificial voice messages; or text messages sent via an automated texting system. You understand your carrier may charge you for these calls/messages.

18. ENGLISH LANGUAGE CONTROLS

Translations of these Terms 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.

19. WAIVER OF RIGHT TO TRIAL BY JURY

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.

20. DISPUTE CLAUSE

We have put this “Dispute Clause” in question and answer form to make it easier to follow. However, this Dispute Clause is part of these Terms and is legally binding.

Notice Address: Pathward, N.A.
Attn: Customer Service
5501 S. Broadband Lane
Sioux Falls, SD 57108

Background and Scope.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
What is arbitration?	An alternative to court	In arbitration, a third-party arbitrator (“Arbitrator”) solves Disputes in an informal hearing.
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 Dispute Clause?	Yes, within 60 days	If you do not want this Dispute Clause to apply, you must send us a signed notice within 60 calendar days after you establish an Account. You must send the notice in writing (and not electronically) to our Notice Address, Attn: General Counsel. Provide your name, address, and Account number. State that you “opt out” of the dispute clause.
What is this Dispute 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 or require arbitration of any “Dispute” as defined below.
Who does the Dispute Clause cover?	You, us, and certain “Related Parties”	This Dispute Clause governs you and us. It also covers certain “Related Parties”: (1) our parents, subsidiaries, and affiliates; (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 Dispute Clause cover?	All Disputes (except certain Disputes about this Dispute Clause)	This Dispute Clause governs all “Disputes” that would usually be decided in court and are between us (or any Related Party) and you. In this Dispute Clause, the word “Disputes” has the broadest reasonable meaning. It includes all claims even indirectly related to your Account, Savings Account, the Terms, or the Agreement. 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 Dispute Clause or any part of this Dispute Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.
Who handles the arbitration?	Usually AAA or JAMS	Arbitrations are conducted under this Dispute Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Dispute Clause do not apply. The arbitration administrator will be either: <ul style="list-style-type: none"> • The American Arbitration Association (“AAA”), 120 Broadway, 21st Floor, New York, NY 10271, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com. • Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Dispute Clause. The arbitrator will be selected under the administrator’s rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.

Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes	For Disputes subject to this Dispute Clause, you give up your right to: 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. 4. Join a Dispute you have with a dispute by other consumers. 5. Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.
Can you or another consumer start a class arbitration?	No	The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Dispute Clause must be decided in an individual arbitration or an individual small-claims action. This Dispute Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	The Agreement, these Terms, the Savings Account, and the Account involve interstate commerce. Thus, the FAA governs this Dispute Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Dispute Clause ineffective?	No	This Dispute Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.

Process.

What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	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, Attn: General Counsel. You or an attorney you have personally hired must sign the notice and must provide the Account number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Dispute Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
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	Usually, we	We will pay all filing, administrative, hearing, and Arbitrator fees if you act in
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arbitration fees?	do	good faith, cannot get a waiver of such fees, and ask us to pay.
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 Dispute 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 Dispute Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

This Savings Account is established by Pathward, N.A., Member FDIC
5501 S. Broadband Lane
Sioux Falls, SD 57108

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