



# ACE Elite® Visa® Prepaid Debit Card Cardholder Agreement

## TABLE OF CONTENTS

1. INTRODUCTION (INCLUDING DEFINITIONS)
2. OPENING A CARD ACCOUNT (IDENTITY VERIFICATION);  
REGISTRATION/ACTIVATION
3. DEDUCTION OF FEES
4. BUSINESS DAYS
5. ADDRESS OR NAME CHANGES
6. AUTHORIZED USERS/SECONDARY CARDHOLDERS
7. PERSONALIZED CARDS
8. PERSONAL IDENTIFICATION NUMBER
9. CASH ACCESS
10. LOADING YOUR CARD ACCOUNT
11. USING YOUR CARD ACCOUNT/LIMITATIONS
12. VIRTUAL ACCOUNT
13. DIGITAL CARD
14. PURCHASE CUSHION
15. PREAUTHORIZED DEBITS AND CREDITS
16. FRAUDULENT OR CRIMINAL CARD ACCOUNT ACCOUNT  
ACTIVITY
17. RETURNS AND REFUNDS
18. CARD REPLACEMENT
19. TRANSACTIONS MADE IN FOREIGN CURRENCIES AND/OR  
WITH MERCHANTS LOCATED IN FOREIGN COUNTRIES
20. RECEIPTS
21. CARD ACCOUNT BALANCE/PERIODIC STATEMENTS
22. CONFIDENTIALITY
23. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS
24. INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS
25. LOST OR STOLEN CARDS/UNAUTHORIZED TRANSFERS
26. MISCELLANEOUS
27. SUSPENSION, AMENDMENT, AND CANCELLATION
28. DELIVERY OF ELECTRONIC COMMUNICATIONS
29. ENGLISH LANGUAGE CONTROLS
30. CUSTOMER SERVICE
31. TELEPHONE CALLS: CALLING, MONITORING AND  
RECORDING
32. NO WARRANTY REGARDING GOODS AND SERVICES
33. LEGAL PROCESS
34. JURY TRIAL WAIVER
35. ARBITRATION

### List of all fees associated with your ACE Elite® Visa® Prepaid Debit Card

All fees	Amount	Details
<b>Get started</b>		
Card purchase	Up to \$9.95	For initial card purchase. No fee for cards acquired online or via the mobile app.

## Fee Plan Options

### Choose between Pay-As-You-Go or a Monthly Plan option

The Pay-As-You-go Plan listed below is automatically applied to your Card Account when you first acquire your Card. You may change your plan at any time by calling 1-877-223-3341 or visiting your Online Account Center. Each time you change your Plan, the Plan change and associated fees take effect immediately unless otherwise stated.

Pay-As-You-Go Plan	\$2.00 per transaction	Per signature or PIN purchase transaction. No monthly fee.
Monthly Plan	\$9.95 monthly	Fee is assessed monthly, starting on the date you select the Monthly Plan option. No signature or PIN purchase transaction fees while on the Monthly Plan.
Reduced Monthly Plan	\$5.00 monthly	The Reduced Monthly Plan replaces the \$9.95 Monthly Plan option for Card Accounts that receive at least \$500 in Direct Deposit(s) of payroll checks or government benefits in any one (1) calendar month. Subsequent deposits are not required to keep the Reduced Monthly Plan option available. Upon qualifying, an eligible Cardholder who is on the Pay-As-You-Go Plan may call 1-877-223-3341 or visit the OAC to change to the Reduced Monthly Plan. A Cardholder already enrolled in the Monthly Plan will automatically be changed to the Reduced Monthly Plan upon qualifying. No signature or PIN purchase transactions fees while on the Reduced Monthly Plan.

## Add money

Cash reload at a Netspend Reload Network Location	Up to \$3.95	Per load. Fee is determined and assessed by the operator of Netspend Reload Network location and varies depending on location. This is a third-party fee and is subject to change.
---	--------------	--

## Get cash

ATM withdrawal Fee (domestic or international)	\$3.00	Per withdrawal. You may also be charged a fee by the ATM operator. In the U.S., you can avoid ATM fees if you select "DEBIT" and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores.
Over-the-Counter ("OTC") Withdrawal Fee at a Financial Institution	3.0%	Per withdrawal. A fee may also be assessed by a financial institution that is not a Visa-member financial institution.

OTC Withdrawal Fee at a Netspend Reload Network Location	Up to the greater of 2.75% of the withdrawal amount or \$4.00	Per withdrawal. Fee may be either a flat fee or a percentage of the withdrawal amount. Fee is determined and assessed by operator of Netspend Reload Network location and varies depending on location and amount of cash withdrawn. This is a third-party fee and is subject to change.
--	---	--

## Information

Customer Service (automated or live agent)	\$0	No fee for calling customer service (automated or live agent), including for balance inquires.
ATM balance inquiry (domestic or international)	\$1.50	Per inquiry. You may also be charged a fee by the ATM operator.

## Using your card outside the U.S.

Foreign Transaction Surcharge	4.0%	Per foreign transaction. Calculated based on the U.S. dollar amount of the purchase transaction or cash withdrawal. Charged in addition to any applicable OTC or ATM withdrawal fee.
-------------------------------	------	--

## Transaction Declines

ATM Decline Fee (domestic or international)	\$1.50	Per declined transaction. You may also be charged a fee by the ATM operator.
ACH/ Preauthorized Payment Transaction Decline Fee	\$1.50	Per declined ACH debit or preauthorized payment transaction. This fee will be assessed for each unpaid transaction, including multiple times for the same transaction if a merchant submits it multiple times for payment. Avoid this fee by keeping track of your balance via the OAC or Mobile App, or by enrolling in Anytime Alerts. Limit of 5 fees per month.

## Transferring Money

Money Transfer Service Fee	\$3.00 per transaction of \$20.00 or more; \$1.50 per transaction of under \$20.00	Per any outgoing money transfer from your Account initiated through a third-party service such as Venmo, CashApp, Paypal, WesternUnion or other similar money transfer services. Fee charged in addition to any applicable per purchase transaction fee. The service provider may also charge additional fees.
----------------------------	--	--

Debit Card Transfer Fee	1.5% of the transfer amount, Minimum \$2.95	Per transfer from your Card Account to your debit card at another financial institution. No fee for inbound transfers.
-------------------------	---	--

## Card Orders

Additional or Replacement Card Fee	\$3.00	Per additional card or replacement card requested.
Expedited Card Delivery Fee	\$25.00	Expedited Card Delivery Fee is charged in addition to Additional or replacement Card Fees when this service is requested. No fee for standard delivery.

## Other

Check Request Fee	\$15.00	For processing and mailing of a return of funds check at Card Account closure. <b>Refund checks are not issued for balances of less than \$1.00.</b> If your Card Account balance will be reduced to less than \$1.00 after the Check Request Fee is debited, the Check Request Fee will be waived. See “Withdraw Cash” above for alternative options to remove the funds from your Card Account.
Inactivity Fee	\$5.95	Per month. Fee applies if there are funds in the Card Account and the Card Account has had no activity, i.e., no purchases; no cash withdrawals; and no load transactions for sixty (60) days.

Register your Card for FDIC insurance eligibility and other protections. Your funds will be held at Pathward®, National Association, an FDIC-insured institution, or placed by Pathward, N.A. as custodian at one or more participating FDIC-insured banks (each a “Program Bank”). Once there, in the event the FDIC were to be appointed as a receiver for Pathward, N.A., or a Program Bank, your funds, aggregated with any other funds you have on deposit at such institution, would be eligible to be insured up to \$250,000 by the FDIC, if specific deposit insurance requirements are met and your Card is registered. See [www.fdic.gov/deposit/deposits/prepaid.html](http://www.fdic.gov/deposit/deposits/prepaid.html) for details.

### No Overdraft/Credit Feature

Contact Ouro by calling 1-877-223-3341, by mail at P.O. Box 2136, Austin, TX 78768-2136, or visit [www.aceeliteprepaid.com](http://www.aceeliteprepaid.com) or the mobile app to learn more about the terms and conditions of your prepaid account.

For general information about prepaid accounts, visit [www.cfpb.gov/prepaid](http://www.cfpb.gov/prepaid). If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [www.cfpb.gov/complaint](http://www.cfpb.gov/complaint).

# CARDHOLDER AGREEMENT; IMPORTANT - PLEASE READ CAREFULLY

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE FEES ASSOCIATED WITH THE USE OF THIS CARD ACCOUNT ARE LISTED AT THE BEGINNING OF THIS DOCUMENT UNDER THE HEADING "LIST OF ALL FEES ASSOCIATED WITH YOUR ACE ELITE VISA PREPAID DEBIT CARD" (HEREINAFTER REFERRED TO IN THIS CARDHOLDER AGREEMENT AS THE "FEE SCHEDULE"). THIS CARD MUST BE SUCCESSFULLY ACTIVATED AND REGISTERED IN ORDER TO BE USED. FOR DETAILS, SEE THE "OPENING A CARD ACCOUNT (IDENTITY VERIFICATION); REGISTRATION/ACTIVATION" TERMS BELOW.

FOR QUESTIONS OR ASSISTANCE, PLEASE CALL THE CUSTOMER SERVICE TELEPHONE NUMBER 1-877-223-3341 PRINTED ON THE BACK OF YOUR CARD.

## 1. INTRODUCTION

**Terms and Conditions/Definitions for the ACE Elite Visa Prepaid Debit Card Program offered in association with Populus Financial Group (the "ACE Elite Card Program").**

This document constitutes the agreement ("**Agreement**") outlining the terms and conditions under which the ACE Elite Visa Prepaid Debit Card, ACE Elite Virtual Account, and the Digital Card have been issued by Pathward, National Association, in connection with the ACE Elite Card Program. "**Card Account**" means the records we maintain to account for the transactions made using your Card, Virtual Account, Digital Card, or Account Number, and includes these access devices along with any PIN, Password, and any other code or device we make available for use in accessing your Card Account. "**Account Number**" means the 14-digit number used to identify your Card Account. "**Card**" means the ACE Elite Visa Prepaid Debit Card issued to you by Pathward, N.A., and includes Cards held by Primary Cardholders and Secondary Cardholders "**Card Number**" is the 16-digit number embossed on your Card. "**Digital Card**" (as further described in the section labeled "*Digital Card*") means an access device issued to you by Pathward, N.A., that may be used when connecting your Card Account to a third-party digital wallet. "**Virtual Account**" (as further described in the section labeled "*Virtual Account*") means a temporary access device issued to you by Pathward, N.A., that you may elect to obtain to access your Card Account for telephone or online transactions, without needing to present your Card. "**Issuer,**" "**we,**" "**us,**" "**Bank,**" and "**our**" means Pathward, N.A., Member FDIC, and our successors, affiliates, or assignees. "**Ouro**" refers to Ouro Global Inc., the servicer for the ACE Elite Visa Prepaid Debit Card Program and ACE Elite Virtual Account program, and its successors, affiliates, or assignees. Any request for a Card or Virtual Account will be processed by Ouro, acting on behalf of the Issuer, at its offices located in Austin, Texas. Ouro is an Independent Sales Organization pursuant to an agreement with the Issuer. "**You**" and "**your**" mean the person(s) who have received the Card and are authorized to use the Card as provided for in this Agreement. "**Cardholder**" and "**Primary Cardholder**" refer to the person who submits an initial request for the Card. "**Secondary Cardholder**" refers to the person(s) who have received the Card at the request of the Primary Cardholder and are authorized to use the Card as provided for

in the section labeled “*Authorized Users/Secondary Cardholders.*” In order to become a Primary Cardholder or a Secondary Cardholder, you must be an individual who can lawfully enter into and form contracts under applicable law in the state in which you reside. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular. “**Online Account Center**” or “**OAC**” means the website or mobile app through which you may request, register, obtain information regarding, and otherwise manage, your Card Account. Please note: Message and data charges may apply from your wireless service provider when using the OAC.

You acknowledge and agree that the value available in your Card Account is limited to the funds that you have loaded into your Card Account or have been loaded into your Card Account on your behalf. By activating or loading your Card Account, you agree to be bound by the terms and conditions contained in this Agreement, including the Inactivity Fee and other fees listed in the Fee Schedule. You and any Secondary Cardholder(s) agree to sign the back of each respective Card(s) immediately upon receipt.

The expiration date of your Card is identified on the front of the Card. The expiration date of any Virtual Account you have requested is described below in the section labeled “*Virtual Account.*” The Card is a prepaid card. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. The Card is not for resale. You are the direct beneficiary of the funds loaded to your Card Account. The funds in your Card Account will be FDIC insured upon receipt by the Issuer, provided your Card is Registered with us (for more information, see the section labeled “*Opening a Card Account (Identity Verification); Registration/Activation*”). You will not receive any interest on your funds in your Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card Account is nontransferable and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card Account is not designed for business use, and may be closed if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law.

Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account, except as described in the sections labeled “*Virtual Account*” and “*Digital Card*” or as may otherwise be indicated in any other account agreements you have entered into with us.

Write down your Card Number and the Customer Service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

## **2. OPENING A CARD ACCOUNT (IDENTITY VERIFICATION); REGISTRATION/ACTIVATION**

You will need to provide personal information in order for us to verify your identity and the identity of any Secondary Cardholder (“Register”). Both the Primary Cardholder and Secondary Cardholder, if applicable, must Register and activate the Card before it can be used. To be eligible to activate your Card Account as a Primary Cardholder, you represent and warrant that: (a) you are at least 18 years of age; (b) the personal information that you provide to us is true, correct, and complete; and (c) you have read this Agreement and agree to be bound by, and comply with, its terms.

**Important information for opening a Card Account:** To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires us to obtain, verify, and record information that identifies each person who opens a Card Account.

**WHAT THIS MEANS FOR YOU:** When you open a Card Account, we will ask for your **name, address, date of birth, and your government ID number**. We may also ask to see your driver's license or other identifying information. Card activation and identity verification are required before you can use the Card Account. If your identity is partially verified or if you do not register your Card, full use of the Card Account will be restricted, but you may be able to use the Card for purchase transactions and telephone balance inquiries. Restrictions include no ATM withdrawals, international transactions, account-to-account transfers, additional loads, or the general use of the Card Account or any of its features until you register the Card. Use of Card Account is also subject to fraud prevention restrictions at any time, with or without notice. **Residents of the State of Vermont are ineligible to open a Card Account.**

You may Register and activate your Card by calling 1-877-223-3341 or by visiting the OAC. You must set a Personal Identification Number ("PIN") to activate your Card (see the section labeled "*Personal Identification Number*"). If you do not Register and activate your Card and your Card Account remains inactive for sixty (60) days after it is first loaded, we will begin to assess the Inactivity Fee listed in the Fee Schedule.

After your Card Account is opened, we may again ask to see a copy of your driver's license or other identifying documents at any time if we deem it necessary to verify your identity, address, or transactions on your Card Account. Additionally, use of certain Card Account features or services may be subject to additional identity verification requirements. These measures are specifically designed to help us protect your identity and identify possible fraud on your Card Account. If we ask for specific identifying documents, we will have the right to immediately close or suspend your Card Account if those specific documents are not provided.

Pathward, N.A., will act as custodian of your funds upon its receipt of your funds. Once you activate your Card, you will be able to provide Pathward, N.A., as custodian, with instructions about the funds accessible through your Card Account. Activation of your Card authorizes us to hold your funds at Pathward, N.A., or as custodian to place your funds at one or more participating FDIC-insured banks (each a "Program Bank"). Visit [www.pathward.com/programbanks](http://www.pathward.com/programbanks) to find the most up-to-date list of Program Banks. If you do not agree to your funds being held by us at Pathward, N.A., or placed by Pathward, N.A., as custodian at other Program Banks, please immediately transfer or spend all the funds in your Card Account or contact Customer Service above to cancel your Card Account and request your funds in the form of a paper check at no charge.

Your funds are eligible for deposit insurance up to the applicable limits by the Federal Deposit Insurance Corporation ("FDIC"). In the event the FDIC were to be appointed as a receiver for Pathward, N.A., or a Program Bank, your funds, aggregated with any other funds you have on deposit at such institution, would be eligible to be insured up to \$250,000 for each legal category of account ownership, subject to compliance with FDIC deposit insurance requirements. You are responsible for monitoring the total amount of all direct or indirect deposits held by you or for you with Pathward, N.A., and the Program Banks for purposes of monitoring the amount of your funds eligible for coverage by FDIC insurance. To assist with calculating your FDIC deposit insurance coverage,

the FDIC has an Electronic Deposit Insurance Estimator available at <https://edie.fdic.gov>. For more information, see also <https://www.fdic.gov/deposit/deposits/prepaid.html>.

### **3. DEDUCTION OF FEES**

**All of the fees associated with your Card Account are listed in the Fee Schedule. All fee amounts will be withdrawn from your Card Account, except where prohibited by law. NOTE: Fees assessed to your Card Account balance may be collected in partial or in full, and may bring your Card Account balance negative if your Card Account balance is less than the fee amount being assessed or if your Card Account balance is already negative. If that occurs, any subsequent deposits or loads into your Card Account will first be applied to the negative balance.**

**Refund Policy:** The Card Purchase Fee is not refundable. Please call Customer Service with questions about our refund policy.

### **4. BUSINESS DAYS**

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

### **5. ADDRESS OR NAME CHANGES**

You are responsible for notifying us of any change in your name, physical address, mailing address, email address, phone number, or Netspend’s Anytime Alerts™ short message service (“Anytime Alerts”) (typically referred to as an “SMS” message; standard text message and data rates may apply) address, no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us via email at [customerservice@aceeliteprepaid.com](mailto:customerservice@aceeliteprepaid.com) or by telephone at **1-877-223-3341**. Requests for address or name changes may be subject to additional verification requirements.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

We cannot accept responsibility for any email messages not received by you or for any delay in the receipt or delivery of any email notifications. If you make your email account available to any other individual, you agree that you are responsible for any release of any Card Account information to such individual.

### **6. AUTHORIZED USERS/ SECONDARY CARDHOLDERS**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card Account. If you permit another person to have access to your Card Account, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons.

The Primary Cardholder may add an authorized Secondary Cardholder to the Card Account and may request an additional Card embossed in the name of the Secondary Cardholder. The maximum number of Secondary Cardholders is two (2). Any transactions initiated by the Secondary Cardholder are subject to the limits described in this Agreement and to the fees on the fee plan selected by the Primary Cardholder. The



Secondary Cardholder may not request a Virtual Account, Digital Card, or initiate transfers to another Cardholder or Card Account. The Primary Cardholder is liable for any and all usage of the Card Account by any Secondary Cardholder you authorize.

You must not share or provide your Card Account details to any person. You must notify us immediately in the event you revoke permission for any person you previously authorized to use your Card Account, including any Secondary Cardholders, so that we may take appropriate action for the protection of your funds, up to and including cancelling your Card or closing your Card Account. You are wholly responsible for the use of the Card Account according to the terms and conditions of this Agreement.

## 7. PERSONALIZED CARDS

**For Cards acquired inside a retail location:** (1) The Card included with the initial card package materials will not have your name on it. Once you activate the Card, it will be activated under the name you provide at the time of activation and can be used to make transactions anywhere Visa Debit Cards are accepted. (2) You may receive a Card with your name printed on the front (a “personalized Card”). If you do not automatically receive a personalized Card, or request one during activation, you may request your initial personalized Card for no fee by calling **1-877-223-3341**.

**For Cards not acquired at a retail location:** The Card included with the initial card package materials will be a personalized Card.

You, and any Secondary Cardholder, must activate and Register a Card before it can be used (see the section labeled “*Opening a Card Account (Identity Verification); Registration/Activation*”).

There may be a fee for shipping additional or replacement Cards requested after your initial personalized Card has been activated. See the Fee Schedule for more information about the fees.

## 8. PERSONAL IDENTIFICATION NUMBER

You must set a PIN when you activate your Card. A PIN can be used to obtain cash (see the section labeled “*Cash Access*”) or to make purchases at any Point-of-Sale (“**POS**”) device that bears the Visa®, Plus®, or PULSE® acceptance mark. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, including a Secondary Cardholder, you should advise us immediately by following the procedures described in the section labeled “*Your Liability for Unauthorized Transfers*.”

To activate your Card, see the section labeled “*Opening a Card Account (Identity Verification); Registration/Activation*.”

## 9. CASH ACCESS

With your PIN, and upon successful Registration, you may use your Card to obtain cash from any ATM or any POS device, as permissible by a Merchant, bearing the Visa, Plus, or PULSE acceptance mark. ATM transactions are treated as cash withdrawal transactions. Any cash withdrawn from an ATM terminal, POS device, or through a participating bank or Netspend Reload Network location (an “**Over-the-Counter Cash Withdrawal**”), will be subject to the limitations set forth in the section below labeled “*Using Your Card Account/Limitations*.” ATM withdrawals

may also be subject to varying daily limits at the ATM owner's discretion. A fee may be associated with the use of your Card to obtain cash. See the Fee Schedule for more information about the fee.

## 10. LOADING YOUR CARD ACCOUNT

Upon successful identity verification, you may add additional funds to your Card Account, called "**value loading**," subject to the limitations described below. If you purchased your Card at a retail location, your initial value load must be at least \$10.00 (amount may vary by retailer). The minimum dollar value of any subsequent value loads will be subject to the terms established by the individual reload location (see (a) in the following paragraph).

There is no limit on the number of times you may value load your Card Account in a day, but the maximum cumulative amount of value loads is currently \$7,500.00 over any 24-hour period. **When calculating this maximum amount, Ouro will take into consideration all similar transactions made with any other card account(s) you may have that are serviced by Ouro, whether you are a Primary Cardholder or a Secondary Cardholder, and regardless of the issuing bank.** You may value load your Card Account: (a) using in-store cash value load transactions conducted through any member of the Netspend Reload Network (see below in this section for more information about the network); (b) by arranging to have all or a portion of your paycheck, government benefits payment, tax refund, or other electronic funds transfer direct deposited to your Card Account using the Automated Clearing House ("**ACH**") system ("**ACH Deposit**"). In order to receive ACH Deposit value loads you must provide each of your payment providers with the Issuer's routing number and your assigned Account Number (see below for details about routing information); (c) by arranging for the transfer of funds originating from: (i) a financial institution located in the United States; (ii) another Cardholder; and/or (iii) another Card Account. There may be fees associated with these methods of value loading. See the Fee Schedule for more information about the fees.

**IMPORTANT:** We may reject or suspend any ACH Deposit that is submitted with a name that does not match the name that we have on file for you. If you wish to receive ACH Deposits to your Card Account from, for instance, the employer of another member of your household, or U.S. Department of Treasury payments (including joint tax refunds), you must add that household member to your Card Account as a Secondary Cardholder (see the section labeled "*Authorized Users/Secondary Cardholders*"), and they must have an active Card in their name.

We will not accept any checks, money orders, or cash mailed to us for deposit, or any inbound wire transfers to your Account Number. We are not liable for any checks, money orders, or cash mailed to us. All checks, money orders, or cash sent to the Issuer for Card Account value loading will be returned unless your Card Account has a negative balance at the time such check or money order is received, in which case the Issuer may in its discretion choose to apply the check or money order proceeds to the negative balance owed.

A Netspend Reload Network Location Finder service is available by visiting [www.loadaceeliteprepaid.com](http://www.loadaceeliteprepaid.com); by enrolling in and using Anytime Alerts (standard text message and data rates may apply); or by calling **1-877-223-3341**.

# 11. USING YOUR CARD ACCOUNT/LIMITATIONS

**Card Account Access:** Subject to the limitations set forth in this Agreement, you may use your Card to (1) withdraw cash from your Card Account (see the section labeled “Cash Access”); (2) load funds to your Card Account (see the section labeled “Loading Your Card Account”); (3) transfer funds between your Card Accounts; (4) transfer funds from your Card Account to another account serviced by Ouro; (5) purchase or lease goods or services wherever Visa debit cards are accepted; and (6) arrange recurring or one-time transfers using services made available through eligible third-party service providers. Some of these services may not be available at all terminals. You may also use your Virtual Account or Digital Card to purchase or lease goods or services or make payments by telephone or online, without presenting your Card (see the sections labeled “Virtual Account” and “Digital Card”). When you use your Virtual Account or Digital Card without presenting your Card, the legal effect will be the same as if you used the Card itself. You must first Register your Card with us before you can request a Virtual Account or Digital Card (see the section labeled “Opening a Card Account (Identity Verification); Registration/Activation”. There may be fees associated with some of these transactions. See the Fee Schedule for more information about the fees.

**Limitations on frequency and dollar amounts of transfers:** For security reasons, we may suspend your ability to make transactions or further limit the type, amount, or number of transactions you can make with your Card Account. Ouro will determine the maximum cumulative amount of your value loads and of your Card Account by aggregating the activity and value of all card accounts you may have that are serviced by Ouro, whether you are a Primary Cardholder or a Secondary Cardholder, and regardless of the issuing bank.

Transfer Type	Maximum Amount	Frequency and Number
ATM Withdrawals	\$325.00	Per transaction; subject to lower limits imposed by ATM owner-operator.
	\$940.00	Maximum withdrawal amount per day.
Over-the-Counter Cash Withdrawals	\$5,000.00	Per transaction.
PIN-based or Signature-based Purchase Transactions	\$5,000.00	Per transaction.
Value Loads - POS Locations	\$7,500.00	Per rolling twenty-four (24) hour period.
	\$15,000.00	Per rolling thirty (30) day period.
Maximum Card Account Value	\$15,000.00	We will review ACH Deposits that may result in the value of your Card Account exceeding the stated maximum value. If we determine the ACH Deposit is valid, we may permit the value of your Card Account to exceed the stated maximum value.

Account-to-Account Transfer (transferring funds between your Card Account and another account managed by Ouro)	\$1,500.00	Per day, incoming or outgoing; maximum of four (4) transfers.
	\$2,500.00	Per rolling seven (7) day period, incoming or outgoing; maximum of ten (10) transfers.
	\$3,500.00	Per rolling thirty (30) day period, incoming or outgoing; maximum of forty (40) transfers.
Transfers made through the use of third-party services (including, but not limited to, bill payment and funds transfer service providers) and transfers between your Card and a third party	Varies	Limit and frequency of transfers varies based on service selected; please see third-party service terms and conditions for limits specific to the service selected.

Each time you use your Card Account, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You may not exceed the available amount in your Card Account through an individual transaction or a series of transactions - unless we decide, in our sole discretion, to approve such transaction(s) because you have qualified for Purchase Cushion coverage. If you do not qualify for the Purchase Cushion (as defined in more detail below), and any transaction(s) exceeds the balance of the funds available in your Card Account, you shall remain fully liable to us for the amount of the transaction(s) and any applicable transaction fee(s). You agree to pay us promptly for the negative balance. If you have not added sufficient funds to your Card Account to cover the negative balance within sixty (60) days of its creation, **we have the right to cancel your Card Account. Additionally, we have the right to pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us.** In all instances described above, loads to your Card Account may be made via direct deposit or any of the other load methods described in this Agreement.

If you do not have enough funds available in your Card Account, you can instruct the Merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called "split transactions." Some Merchants do not allow cardholders to conduct split transactions. If you wish to conduct a split transaction and it is permitted by the Merchant, you must tell the Merchant to charge only the exact amount of funds available in your Card Account to the Card. You must then arrange to pay the difference using another payment method. Some Merchants may require payment for the remaining balance in cash. If you fail to inform the Merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

If you use your Card at an automated fuel dispenser ("pay at the pump"), the Merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or

for similar purchases, the Merchant may preauthorize the transaction amount for the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorized amount will result in the placement of a “hold” on your available funds until the Merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed and replaced by the actual amount of your purchase. If we do not receive the final payment amount, the preauthorized amount on hold will remain in place for thirty (30) days. During a hold period, you will not have access to the preauthorized amount.

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

You may not use your Card Number or the Issuer’s routing number and your assigned Account Number in connection with the creation and/or negotiation of any financial instruments, such as checks, which we have not authorized.

Your Card cannot be redeemed for cash. You may not use your Card Account for illegal online gambling or any other illegal transaction.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card Account, except as otherwise permitted in this Agreement. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold (see the section labeled “Returns and Refunds,” in addition to previous information addressed in this section).

If your Card Account has not had any activity for sixty (60) days, we will begin to assess the Inactivity Fee listed in the Fee Schedule.

### **Non-Visa Debit Transactions**

Procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as a PULSE transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that, should you choose to use the PULSE network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable ONLY to Visa debit transactions as described in this Agreement will NOT apply to transactions processed on the PULSE network. Please refer to the paragraph labeled “Your Liability for Unauthorized Transfers” for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the POS, swipe your Card through a POS terminal, sign the receipt, or provide your Card number for a mail order, telephone, or internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or internet purchases.

## **12. VIRTUAL ACCOUNT**

To purchase or lease goods or services or make payments by telephone or online without needing to provide your actual Card Number, the Primary Cardholder may request up to six (6) active Virtual Accounts. By

opening a Card Account you acknowledge that we may automatically create a Virtual Account on your behalf. Visit the OAC for instructions on how to request or use a Virtual Account. Each Virtual Account consists of a 16-digit account number, a 3-digit security code, and an expiration date.

Each Virtual Account expires one year from the last day of the calendar month during which the Virtual Account was created. For example, if a Virtual Account is created on March 24, 2024, its expiration date is March 31, 2025.

### **13. DIGITAL CARD**

This feature is not available for all programs. If available on your Card Account, a Digital Card will be created when you use the mobile app to request that we connect your Card Account as an access device, via the Digital Card, to a third-party digital wallet. You will need to select a separate PIN for the Digital Card. A maximum of one (1) Digital Card may be connected to your Card Account at any time.

A Digital Card consists of a 16-digit card number, a 3-digit security code, and an expiration date, although only the last 4 digits of the card number will be visible to you in the OAC. You will not be able to use the Digital Card outside of the digital wallet to which it is added.

### **14. PURCHASE CUSHION**

The Purchase Cushion is a special feature available exclusively to Cardholders who have received qualifying direct deposits of paychecks and/or government benefits payments totaling at least \$500.00 within one (1) calendar month. As described above in the section labeled *"Using Your Card Account/Limitations,"* you generally do not have the right to make transactions or incur fees in amounts exceeding the available balance of your Card Account. We reserve the right to deny any transaction if available funds in your Card Account are insufficient to cover any transaction, fees, or other charges.

However, as a non-contractual courtesy, and in our sole discretion, upon qualifying for the Purchase Cushion, we may from time to time approve purchase transactions that you request that create up to a \$10.00 negative balance in your Card Account. We refer to this feature as the Purchase Cushion. You will not be assessed any fees for Purchase Cushion coverage.

If you meet our eligibility requirements, we may authorize negative balances resulting from PIN-based and signature-based transactions initiated using your Card, Virtual Account, or Digital Card. Bill pay transactions initiated through our third-party bill pay service providers are not eligible for Purchase Cushion coverage, nor are ATM transactions or ACH debit transactions initiated using the Issuer's routing number and your assigned Card Account number. You may receive only one (1) \$10.00 negative balance allowance at a time. Negative balances are approved at our discretion on a per transaction basis. It is important to keep track of the value in your Card Account because it will be your responsibility to determine if you have incurred a negative balance.

If you make a transaction that creates a negative balance in your Card Account, you agree that within thirty (30) days of its creation you will add sufficient funds to your Card Account to cover the negative balance so that your Card Account has a zero or positive balance, or that you will otherwise immediately pay such an amount to us in full upon demand. If after thirty (30) days you have not added sufficient funds to cover your negative balance, your Card Account will remain open to receive credits

and loads, which will automatically be applied to your negative balance before they are available to you; however, you will not be able to make any transactions using your Card Account until your Card Account has a positive balance, i.e., sufficient funds to cover the negative balance. Furthermore, **we have the right to pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us.** In all instances described above, loads to your Card Account may be made via direct deposit or any of the other load methods described in this Agreement.

Should you voluntarily discontinue use of your Card, you shall remain responsible for the negative balance in your Card Account and agree that any credits or loads made to your Card will be used to offset the value of the negative balance, if any.

You acknowledge that a negative balance in your Card Account does not constitute a contractual open end line of credit. If we permit a negative balance on one or more occasions, we do not thereby obligate ourselves to permit a negative balance on any future occasion, and we may refuse to pay a negative balance for you at any time, even though we may have previously paid negative balances up to the \$10.00 limit for you. We have no obligation to notify you before we approve or decline a transaction that would result in a negative balance in your Card Account. Items will be approved or declined in the order they are received.

## **15. PREAUTHORIZED DEBITS AND CREDITS**

Your assigned Account Number and the Issuer's bank routing number can be used for arranging both direct deposits and recurring payments to merchants and internet service or other utility providers ("**Merchants**"). You may also arrange for recurring payments to Merchants using your Card Number or the bill pay services made available through our third-party bill payment service providers.

If you have arranged to have ACH Deposits made to your Card Account at least once every sixty (60) days from the same person or company, you can call us at **1-877-223-3341** to find out whether or not the deposit has been made.

### **Right to Stop Payment and Procedure for Doing So:**

If you have arranged in advance to make regular payments from your Card Account, you can stop any of these payments. Here's how: Call us at **1-877-223-3341** or write us at P.O. Box 2136, Austin, TX 78768-2136, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. An oral stop payment request will cancel after fourteen (14) days if a written request is not received.

You may contact the Merchant directly to request to stop a recurring payment you have preauthorized to debit your Card Account.

### **Notice of Varying Amounts:**

If these regular payments vary in amount, the person you are paying should tell you, at least 10 days before each payment, when it will be made and how much it will be.

### **Liability for Failure to Stop Payment of Preauthorized Transfer:**

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **16. FRAUDULENT OR CRIMINAL CARD ACCOUNT ACTIVITY**

We reserve the right to block, suspend, or cancel your Card Account if, as a result of our policies and processes, we detect what we reasonably believe to be fraudulent, suspicious, or criminal activity or any activity that is inconsistent with this Agreement. We may temporarily suspend your Card Account in the event we detect unusual or suspicious account activity. If we exercise this right, we will incur no liability to you because of any resulting unavailability of the funds in your Card Account, or your inability to use your Card Account.

## **17. RETURNS AND REFUNDS**

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

## **18 CARD REPLACEMENT**

If you need to replace your Card for any reason, please contact us at **1-877-223-3341** to request a replacement Card. You will be required to provide personal information that may include your Card Number, full name, transaction history, and similar information to help us verify your identity. There may be a fee for replacing your Card. See the Fee Schedule for more information about the fee.

## **19. TRANSACTIONS MADE IN FOREIGN CURRENCIES AND/OR WITH MERCHANTS LOCATED IN FOREIGN COUNTRIES**

If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, or conduct a transaction with a Merchant located outside the U.S., Puerto Rico, the U.S. Virgin Islands, Guam, or the Marianas Islands ("Foreign Transaction"), the transaction will be converted to U.S. dollars, and you will be charged a fee equal to 4.0% of the total amount of the transaction in U.S. dollars. If you make a Foreign Transaction, the amount deducted from your funds will be converted by Visa U.S.A. Inc. ("**Visa**") into an amount in the currency of your Card Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. If the Foreign Transaction results in a credit due to a return, we will not refund any Foreign Transaction Surcharge that may have been charged in connection to your original purchase.



## 20. RECEIPTS

You should get a receipt at the time you make a transaction using your Card Account. You agree to retain, verify, and reconcile your transactions and receipts.

## 21. CARD ACCOUNT BALANCE/ PERIODIC STATEMENTS

You are responsible for keeping track of the available balance of your Card Account. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction.

You may obtain information about the amount of money you have remaining in your Card Account by calling **1-877-223-3341** or by enrolling in Anytime Alerts (standard text message and data rates may apply). This information, along with a twelve (12) month history of account transactions, is also available for no fee online at [www.aceeliteprepaid.com](http://www.aceeliteprepaid.com) or through the mobile app

Statements in electronic format will also be made available in the OAC for each month in which a transaction occurs. You will not automatically receive paper statements (i.e., written history).

If your account is Registered with us, you have the right to obtain at least twenty-four (24) months of written history of account transactions by calling **1-877-223-3341** or by writing us at P.O. Box 2136, Austin, TX 78768-2136. You will not be charged for the written history.

## 22. CONFIDENTIALITY

We may disclose information to third parties about your Card 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 Card Account for a third party, such as a Merchant;
- 3) In order to comply with government agency or court orders or other legal reporting requirements;
- 4) If you give us your written permission;
- 5) To our employees, auditors, affiliates, service providers, or attorneys, as needed; or
- 6) As otherwise necessary to fulfill our obligations under this Agreement.

## 23. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not properly complete a transaction to or from your Card 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 funds available in your Card Account to complete the transaction;
- 2) If a Merchant refuses to accept your Card or access device;
- 3) If an ATM where you are making a cash withdrawal does not have enough cash;
- 4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;

- 5) If access to your Card Account has been blocked after you reported your Card or access device lost or stolen;
- 6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- 7) If we have reason to believe the requested transaction is unauthorized;
- 8) If circumstances beyond our control (such as fire, flood, or computer or communications failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- 9) If we block, suspend, or close your Card Account as a result of our reasonable suspicion of fraudulent, suspicious, or criminal activity or activity that is inconsistent with this Agreement;
- 10) If we have requested documents to verify your identity, address, or transactions on your Card Account, and you have not provided all such requested documents; or
- 11) Any other exception stated in our Agreement with you.

## 24. INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS

In case of errors or questions about your Card Account, telephone us at **1-877-223-3341**, write to us at Ouro, P.O. Box 2136, Austin, TX 78768-2136, or email us at [customerservice@aceeliteprepaid.com](mailto:customerservice@aceeliteprepaid.com) as soon as you can, if you think an error has occurred in your Card Account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at **1-877-223-3341** or writing to us at Ouro, P.O. Box 2136, Austin, TX 78768-2136.

In your error report, you will need to tell us:

- 1) Your name and Card Number;
- 2) Why you believe there is an error and the dollar amount involved; and
- 3) Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Card Account within ten (10) business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your Card Account.

For errors involving transactions to or from the Card Account within thirty (30) days after the first load to the account was made ("New Accounts"), POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For New Accounts, we may take up to twenty (20) business days to provisionally credit your Card Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at **1-877-223-3341** or visit [www.aceeliteprepaid.com](http://www.aceeliteprepaid.com) or the mobile app.

### **Warning Regarding Unverified Prepaid Accounts**

It is important to Register your Card Account as soon as possible. Until you Register your Card Account and we verify your identity, we are not required to research or resolve any errors regarding your Card Account. To Register your Card Account, go to [www.aceeliteprepaid.com](http://www.aceeliteprepaid.com), the mobile app, or call us at **1-877-223-3341**. We will ask you for identifying information about yourself (including your full name, address, date of birth, and government-issued identification number) so that we can verify your identity (see the section labeled “*Opening a Card Account (Identity Verification); Registration/Activation*”).

**For disputes concerning the condition or receipt of goods or services you purchased**, we are not required to provide provisional credit or to finalize the claim during the periods stated above.

## **25. LOST OR STOLEN CARDS/UNAUTHORIZED TRANSFERS**

Contact us AT ONCE if you believe your Card Account, or any associated access device, has been lost or stolen or that an electronic funds transfer has been made without your permission. Telephoning us at **1-877-223-3341** is the best way to minimize your possible losses. You could lose all the money in your Card Account.

### **Your Liability for Unauthorized Transfers**

If you notify us within two (2) business days after you learn of the loss or theft of your Card Account or any associated access device, you can lose no more than \$50.00 if someone used your Card Account or any associated access device without your permission. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Card Account or any associated access device and we can prove that we could have stopped someone from using your Card Account or any associated access device without your permission if you had promptly notified us, you could lose as much as \$500.00. If your Card or PIN has been lost or stolen, we will cancel your Card and issue you a new Card.

**WE MUST ALLOW YOU TO REPORT AN ERROR OR AN UNAUTHORIZED TRANSFER UNTIL SIXTY (60) DAYS AFTER THE EARLIER OF THE DATE YOU ELECTRONICALLY ACCESS YOUR ACCOUNT, IF THE UNAUTHORIZED TRANSACTION COULD BE VIEWED IN YOUR ELECTRONIC HISTORY, OR THE DATE WE SENT THE FIRST WRITTEN HISTORY ON WHICH THE UNAUTHORIZED TRANSFER APPEARED. IF YOU DO NOT TELL US WITHIN THIS TIME PERIOD, YOU MAY NOT GET BACK ANY MONEY YOU LOST AFTER THE SIXTY (60) DAYS IF WE CAN PROVE THAT WE COULD HAVE STOPPED SOMEONE FROM TAKING THE MONEY IF YOU HAD NOTIFIED 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.**

Under Visa’s Zero Liability Policy, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you are not fraudulent or negligent in the handling of your Card. This reduced liability does not apply to un-Registered Cards or PIN transactions not processed by Visa. You must notify us immediately of any unauthorized use.

## **26. MISCELLANEOUS**

Your Card Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card Account is subject to all applicable rules and customs of any clearinghouse or other network or association involved in transactions.

We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of South Dakota except to the extent governed by federal law.

## **27. SUSPENSION, AMENDMENT, AND CANCELLATION**

We may amend or change the terms and conditions of this Agreement at any time without prior notice to you except as required by applicable law. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. You may cancel this Agreement by returning the Card (if applicable) to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

We reserve the right to limit your use of your Card Account. We also may cancel or suspend the use of your Card Account with or without cause or notice, other than as required by applicable law.

In the event your Card Account is canceled, closed, or terminated for any reason, so long as you used your Card Account in accordance with the terms of this Agreement, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There is a fee for this service. For information about the fee, see the Fee Schedule. **We may not issue a refund check for any unused balance amount less than \$1.00.**

In the event you wish to update your mailing address at the time your Card Account is canceled, closed, or terminated for any reason or thereafter, we may request specific documents to verify your identity and address. Any unused balance on your Card Account may be withheld until such documents are provided or until the funds escheat to the state in accordance with applicable state law.

In the event any federal or state governmental agency, including the Internal Revenue Service or Social Security Administration, requests the return of funds deposited to your Card Account that originated from such governmental agency, such funds may be remitted to the issuing agency in lieu of returning such funds to you. In the event funds are remitted to an issuing governmental agency, any effort by you to recoup such funds must be directed to the governmental agency in question, and we will have no liability to you for such funds.

For any remaining account balances, we will comply with unclaimed property laws and appropriately engage in escheatment activities as required by state law.

## **28. DELIVERY OF ELECTRONIC COMMUNICATIONS**

**If you have not consented to receiving electronic communications from us but would like to do so, please visit us online at [www.aceeliteprepaid.com](http://www.aceeliteprepaid.com).**

## **29. ENGLISH LANGUAGE CONTROLS**

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. Any

translation provided may not accurately represent the information in the original English.

### **30. CUSTOMER SERVICE**

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

Ouro  
P.O. Box 2136  
Austin, Texas 78768-2136

**1-877-223-3341**

Customer Service agents are available to answer your calls:

Monday through Friday, 8 a.m. to 10 p.m. CT

Saturday and Sunday, 8 a.m. to 8 p.m. CT.

The Telephone Automated Service is available 24 hours a day.

### **31. TELEPHONE CALLS: CALLING, MONITORING AND RECORDING**

From time to time 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 we or our agents 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 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 service provider may charge you for these calls/messages.

### **32. NO WARRANTY REGARDING GOODS AND SERVICES**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card Account.

### **33. LEGAL PROCESS**

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 relating to you or your Account which we believe to be legally valid. You agree that we will honor valid legal process that is served personally, by mail, or by facsimile transmission. You agree that we will have no liability to you for honoring any such legal process. You also agree that you will be obligated to assert any claims of exemption you may have under state or federal law and that we will have no obligation to assert the same on your behalf except to the extent required under any applicable state or federal law. We will also have and may enforce our right of setoff and security interest against any of your Accounts in order to reimburse us for any sums owed to us. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed even if such action results in insufficient funds to satisfy an obligation you may have incurred. 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. These funds will not earn interest and will not

be considered as part of your combined balances when we determine Account fees and rates.

### 34. JURY TRIAL WAIVER

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

### 35. ARBITRATION CLAUSE

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

#### Background and Scope.

Question	Short Answer	Further Detail
What is arbitration?	An alternative to court	In arbitration, a neutral third-party arbitrator (“Arbitrator”) solves Disputes in an informal hearing on an individual basis.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt out of this Arbitration Clause?	Yes, within 60 days	If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you acquire the Card. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address, and Card number. State that you “opt out” of the Arbitration Clause. Opting out will not affect the other provisions of this Agreement.
What is this Arbitration Clause about?	The parties’ agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate individually or require individual arbitration of any “Dispute” as defined below.

<p>Who does the Arbitration Clause cover?</p>	<p>You, us, and certain “Related Parties”</p>	<p>This Arbitration Clause governs you and us. It also covers certain “Related Parties”: (1) our parents, subsidiaries, affiliates, and their successors and permitted assigns; (2) our employees, directors, officers, shareholders, members, and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.</p>
<p>What Disputes does the Arbitration Clause cover?</p>	<p>All Disputes (except certain Disputes about this Arbitration Clause)</p>	<p>This Arbitration Clause governs all “Disputes” that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word “Disputes” has the broadest reasonable meaning. It includes all claims even indirectly related to your Card or this Agreement or the relationships between you and us and/or “Related Parties” resulting therefrom, including, but not limited to, initial claims, counterclaims, cross-claims, third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud, or other intentional wrongs), and equity. It includes claims that seek relief of any type, including damages, and/or injunctive, declaratory, or other equitable relief. It includes claims related to the validity in general of this Agreement. <b>However, it does not include disputes about the validity, coverage, or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.</b></p>
<p>Who handles the arbitration?</p>	<p>Usually AAA</p>	<p>Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. The arbitration administrator will be either:</p> <ul style="list-style-type: none"> <li>• The American Arbitration Association (“AAA”), 120 Broadway, 21st Floor, New York, NY 10271, <a href="http://www.adr.org">www.adr.org</a>.</li> <li>• Any other company picked by agreement of the parties.</li> </ul> <p>If all the above options are unavailable, a court with jurisdiction will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The Arbitrator will be selected under the administrator’s rules. However, the Arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p>

<p>Can Disputes be litigated?</p>	<p>Sometimes</p>	<p>Either party may bring a lawsuit if the other party does not demand arbitration. Also, any individual claim(s) by you or us in which the amount in controversy (exclusive of attorneys' fees and costs if applicable law so provides) is properly within the jurisdiction of a small-claims court may be removed to small-claims court at the election of the opposing party by providing notice within 21 days of receiving the arbitration demand from the other party; however, if that action is transferred, removed, or appealed to a different court, a party may elect arbitration.</p> <p>Even if all parties have opted to litigate a Dispute in court, you or we may elect arbitration with respect to any Dispute made by a new party or any Dispute later asserted by a party in that lawsuit or in any related or unrelated lawsuit (including a Dispute initially asserted on an individual basis but modified to be asserted on a class, representative, or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Clause.</p>
<p>Are you and we giving up any rights?</p>	<p>Yes</p>	<p>For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to:</p> <ol style="list-style-type: none"> <li>1) Have juries decide Disputes.</li> <li>2) Have courts, other than small-claims courts, decide Disputes.</li> <li>3) Serve as a private attorney general or in a representative capacity in court or in arbitration.</li> <li>4) Join a Dispute that you, we, or Related Parties have with a dispute that others have.</li> <li>5) Bring or be a class member in a class action in court or in a class arbitration.</li> </ol> <p>The Arbitrator shall have no authority to conduct any arbitration inconsistent with this section or to issue any relief that applies to any person or entity except you or us or Related Parties individually.</p>
<p>Can you or another consumer start a class arbitration?</p>	<p>No</p>	<p><b>The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis.</b> All Disputes subject to this Arbitration Clause must be decided in an <b>individual</b> arbitration or an <b>individual</b> small-claims action. You may not pursue any type of collective action or class action against us in arbitration.</p>



What law applies?	The Federal Arbitration Act (“FAA”)	This Agreement and the Card involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. The Arbitrator is authorized to award all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive and other equitable relief, and attorneys’ fees and costs. In the event of any conflict or inconsistency between this Arbitration Clause and the administrator’s rules or the Agreement, this Arbitration Clause will govern.
Will anything I do make this Arbitration Clause ineffective?	No	This Arbitration Clause stays in force even if: (1) you or we end this Agreement; (2) we transfer or assign our rights under this Agreement; or (3) a party files for bankruptcy (if bankruptcy law permits).

## 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. You or an attorney you have personally hired must sign the notice and must provide your Card 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 Arbitration 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, such as a motion to compel arbitration. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop unless a court rules otherwise.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award.

## Arbitration Fees and Awards.

Who bears arbitration fees?	Usually, we do	We will pay all filing, administrative, hearing, and Arbitrator fees if you act in good faith, cannot get a waiver of such fees, and ask us to pay. We will always pay amounts required under applicable law or the administrator's rules.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts, and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.

Can an award be explained?	Yes	A party may request details from the Arbitrator within 14 days of the ruling. The Arbitrator will determine whether to grant such request.
What happens if a part of this Arbitration Clause cannot be enforced?	It depends	If any portion of this Arbitration Clause cannot be enforced, the rest of the Arbitration Clause will continue to apply, except in two instances. First, if a court rules that the Arbitrator can decide a Dispute on a class basis and that ruling is not reversed on appeal, then this entire Arbitration Clause (except for this sentence) will be void. Second, if a claim is brought seeking public injunctive relief and a court determines that the restrictions in this Arbitration Clause prohibiting the Arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), then the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case, the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

This Card is issued by Pathward, National Association, Member FDIC, pursuant to a license from Visa U.S.A. Inc.

5501 S. Broadband Lane

Sioux Falls, SD 57108

**1-877-223-3341**

**[www.aceeliteprepaid.com](http://www.aceeliteprepaid.com)**

Certain products and services may be licensed under U.S. Patent Nos. 6,000,608 and 6,189,787.

©2020-2024 Pathward, N.A.