

## Bluebird® Bank Account Deposit Account Agreement

Effective **03/30/2024**, your Bluebird Bank Account Demand Deposit Account Agreement has been amended as follows.

### Fee Schedule

All fees	Amount	Details
Card price and set up		
Card purchase price	\$0.00	
Monthly usage		
Monthly fee	\$0.00	
Deposits		
Add Money (at Family Dollar)	\$0.00	Add Money service is provided by InComm Financial Services, Inc. subject to additional terms (see <a href="https://bluebird.com/addcash">Bluebird.com/addcash</a> for more details). There is no fee to Add Money at a Family Dollar location beginning March 30, 2023. The amount of each Add Money transaction at a retail location must be at least \$20.00. As of July 1, 2023, cash reloads at Walmart locations are no longer free and will incur a charge of \$3.74.
Add Money (at Walmart)	\$0.00 until June 30, 2023; \$3.74 beginning July 1, 2023	Add Money service is provided by InComm Financial Services, Inc. subject to additional terms (see <a href="https://bluebird.com/addcash">Bluebird.com/addcash</a> for more details). The amount of each Add Money transaction at a retail location must be at least \$20.00. There is no fee to Add Money at a Walmart checkout register through June 30, 2023. Beginning July 1, 2023, cash reloads at Walmart locations are no longer free and will incur a charge of \$3.74.
Add Money (at other participating retailers)	Up to \$3.95	This is a per transaction fee. Varies by retailer. Add Money service is provided by InComm Financial Services, Inc (see <a href="https://bluebird.com/addcash">Bluebird.com/addcash</a> for more details). The amount of each Add Money transaction at a retail location must be at least \$20.00.
Mobile Check Service by Ingo® Money		
<ul style="list-style-type: none"> <li>Money in ten (10) days</li> <li>Money in Minutes</li> </ul>	\$0.00  1% or 5% of check amount, with \$5.00 minimum fee	<p>If your check is returned unpaid within the ten (10) day period, your Account will not be funded. There is no minimum check amount.</p> <p>A 1% fee applies to payroll and government checks with a pre-printed signature. A 5% fee applies to all other check types including personal checks and business checks, payroll checks with a handwritten signature, insurance checks, attorney's checks, cashier checks, money orders, rebate checks and refund anticipation checks.</p> <p>The Ingo Money service is provided by a national bank identified in the <a href="#">Terms and Conditions</a> and Ingo Money, Inc., subject to the bank's and Ingo Money's <a href="#">Terms and Conditions</a> and the bank's and Ingo Money's <a href="#">Privacy Policy</a>. All checks are subject to approval for funding in Ingo Money's sole discretion. Approval usually takes three (3) to five (5) minutes but can take up to one (1) hour. Fees apply for approved Money in Minutes transactions funded to your Account.</p>
Get cash		
ATM withdrawal (in-network)	\$0.00	"In-network" refers to MoneyPass® ATM Network. See <a href="https://moneypass.com/atm-locator.html">MoneyPass.com/atm-locator.html</a> for locations and other details.
ATM withdrawal (out-of-network)	\$2.50	We charge this fee per transaction. "Out-of-network" refers to all ATMs outside of the MoneyPass Network. You may also be charged an additional fee by the ATM operator, even if you do not complete a transaction.

Cash Pickup powered by Ria®	Up to \$9.00	<p>The Cash Pickup service is provided by Ria® for pick up at Walmart and is subject to Ria's <a href="#">Terms and Conditions</a> and <a href="#">Privacy Policy</a>. The Cash Pickup fee depends on the withdrawal amount.</p> <p>\$3.00 per withdrawal for cash out up to \$500</p> <p>\$6.00 per withdrawal for cash \$500.01-\$1,000</p> <p>\$9.00 per withdrawal for cash \$1,000.01-\$2,900</p> <p>Withdrawals up to \$2,900 are available to Bluebird Accountholders who receive their tax refund or refund advance via Direct Deposit into their Bluebird Account. See <a href="#">Bluebird.com/cashpickup</a> for more details.</p>
Over the counter withdrawal	\$0.00	We do not charge a fee when obtaining cash from a bank counter or teller instead of using an ATM. However, you may be charged a fee by the bank.
Information		
ATM balance inquiry (in-network or out-of-network)	\$0.00	<p>We do not charge a fee for "in-network" or "out-of-network" ATM balance inquiry transactions.</p> <p>"In-network" refers to MoneyPass® ATM Network. Locations can be found at <a href="#">MoneyPass.com/atm-locator.html</a>. "Out-of-network" refers to all the ATMs outside of the MoneyPass Network.</p> <p>When you use an out-of-network ATM, you may be charged a fee by the ATM operator or any network used to complete the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).</p>
Send money		
Bluebird2Walmart Money Transfer powered by Ria®	Up to \$16.00	<p>The Bluebird2Walmart Money Transfer service is provided by Ria and is subject to Ria's <a href="#">Terms and Conditions</a> and <a href="#">Privacy Policy</a>. The Bluebird2Walmart Money Transfer fee depends on the transfer amount.</p> <p>\$4.00 for transfers up to \$50.00</p> <p>\$8.00 for transfers \$50.01-\$1,000.00</p> <p>\$16.00 for transfer \$1,000.01-\$2,500.00</p> <p>See <a href="#">Bluebird.com/moneytransfer</a> for more details.</p>
Using your Card outside the U.S.		
International ATM withdrawal	\$2.50	This is our fee. This fee is per transaction. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Other		
Card replacement – standard	\$0.00	Approximately ten (10) or more Business Days.
Card replacement – expedited shipping	\$20.00	Per replacement Card, FedEx carrier delivery. Card will arrive in three (3) to four (4) Business Days. Expedited shipping is not available to customers in Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

**The schedule above sets forth fees we impose on the respective transactions. We will deduct all applicable fees from the Available Funds in your Account, or as applicable, Subaccount, or where the recipient has agreed to pay the fees from the funds received by a recipient, at the time of the imposition of the fees.**

## Bluebird® Bank Account Demand Deposit Account Agreement

### CUSTOMER SERVICE CONTACT INFORMATION:

**Address:** Bluebird Customer Care

P.O. Box 826  
Fortson, GA 31808

**Website:** Bluebird.com

**Phone Number:** U.S. 1-833-926-3922 (International 1-470-407-3411)

### IMPORTANT NOTICES:

- (1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION SETTING FORTH THE RULES FOR DISPUTE RESOLUTION WITH US.
- (2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE IN YOUR ACCOUNT. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE ACCOUNT BALANCE.
- (3) BY OPENING OR MAINTAINING AN ACCOUNT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. THIS AGREEMENT INCLUDES THE FOLLOWING DISCLOSURES (1) THE FEE SCHEDULE; (2) OUR PRIVACY POLICY, AND (3) ANY ADDITIONAL DISCLOSURES REGARDING YOUR ACCOUNT AND/OR RELATED FEATURES OR SERVICES THAT THE BANK MAY PROVIDE TO YOU FROM TIME TO TIME.
- (4) WE MAY CLOSE THE ACCOUNT AT ANY TIME, WITH OR WITHOUT CAUSE (SEE THE SECTION TITLED "ACCOUNT CLOSURE", BELOW, FOR MORE INFORMATION).
- (5) IF WE ARE UNABLE TO VERIFY YOUR IDENTITY, YOUR ACCOUNT WILL BE LIMITED TO MAKING DOMESTIC (INCLUDING PUERTO RICO AND THE U.S. VIRGIN ISLANDS) IN-PERSON, MAIL ORDER AND ONLINE CARD PURCHASES TO SPEND DOWN YOUR BALANCE. ADDITIONAL RESTRICTIONS APPLY, SEE EXHIBIT A FOR LIMITED-USE TERMS.

This Demand Deposit Account Agreement ("**Agreement**") sets forth the terms and conditions that govern your Bluebird Bank Account ("**Account**" or "**Bluebird Account**"). "**Accountholder**", "**you**" and "**your**" means the person who has opened and owns the Account. "**We**", "**us**", "**our**" and "**Bank**" mean Pathward, National Association, a federally chartered bank, Member FDIC, and our successors, affiliates or assignees. Please read this Agreement carefully and keep it for future reference.

### 1. DEFINITION

- "**Access Device**" means your Card, PIN, password, and any other code or device that we make available to access your Account.
- "**ACH**" means the Automated Clearing House network, a funds transfer system governed by NACHA rules, that provides funds transfer services to participating financial institutions.
- "**Add Money**" means a transfer of funds to Bank for deposit into your Account that is initiated via a money transmission service provider and subject to the terms and conditions of the money transmission service provider.
- "**Applicable Law**" means all applicable local, state, federal, and foreign laws, regulations, ordinances, and statutes, as well as any applicable rules, policies, and procedures established by NACHA or any applicable electronic payment network or card association or network.
- "**ATM**" means Automated Teller Machine.
- "**Available Balance**" is the amount of funds in your Account available for withdrawal and authorizing transactions, which may be different than your Current Balance. The Available Balance is reduced by 1) the amount of pending transactions, such as a point-of-sale transaction and fees; (2) funds on hold in accordance with our Funds Availability Policy; (3) our receipt of notice that a transaction will be presented or returned; or (4) our receipt of legal process relating to your Account.
- "**BAC**" means "Bluebird Account Center", which is located at the website listed above in the section titled "Customer Service Contact Information," through which you may obtain information regarding, and otherwise manage, your Account.
- "**Business Day**" means any day of the week that is not a Saturday, Sunday or federal holiday. Any references to "days" found in this Agreement means calendar days unless indicated otherwise. Non-Business Days are considered part of the following Business Day.
- "**Card**" means the debit card that may be used to access the funds deposited in your Account as further described in the section titled "Using Your Account."
- "**Current Balance**" is the aggregate amount of funds in your Account according to our records and includes electronic credits and all deposits. Your Current Balance may be different than your Available Balance.
- "**Customer Service**" means the customer service we make available for your Account, available at the address, website and phone number listed above in the section titled "Customer Service Contact Information."
- "**Direct Deposit**" means an ACH credit intended for, or posted to, your Account. A Direct Deposit may include payroll, pension, state or federal payments (including Social Security benefits), from your employer or other originator.
- "**EFT**" means electronic funds transfer transactions.
- "**Financial Service**" means your Account or any financial product or service made available by us through the SBA or Mobile App or otherwise in connection with your Account.
- "**Fee Schedule**" refers to the document listing fees applicable to your Account, which is attached to this Agreement as amended from time to time.
- "**Funds Availability Policy**" means the Funds Availability Policy set forth below in Section 4c.
- "**Item**" means service charges, EFTs and other electronic items or transactions, checks, drafts, preauthorized payments, automatic transfers, telephone-initiated transfers, ACH transactions, online banking transfers or bill payment instructions, adjustments, and any other instruments or instructions for the payment, transfer, or withdrawal of funds.

- **"Mobile App"** means the mobile application made available to you by the Bank or its service provider through which you may obtain information regarding, and otherwise manage, your Account. Please Note: message and data charges may apply from your wireless service provider when using the Mobile App.
- **"Mobile Check Service"** means a service you may choose to obtain from a third-party in which you negotiate a check to that third-party, and the third-party transfers the funds from that check into your Account through an ACH transaction.
- **"PIN"** means a Personal Identification Number used in connection with your Card to conduct Account transactions, as further described in the section titled "Using Your Account."

## 2. ABOUT YOUR ACCOUNT

Your Account is a demand deposit account. Transfers made to or from the Account may be made electronically.

The Account is not a prepaid account or a credit product. You will not receive any interest on the funds in your Account. This Account is not designated for business use, and we may close your Account if we determine that it is being used for business purposes. We may close your Account or refuse to process any transaction involving your Account that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. You may not use your Account for any illegal transactions or any activity prohibited by this Agreement.

You agree to pay the charges as shown on the Fee Schedule.

Once you fund your account, you will be able to provide Pathward with instructions about the funds accessible through your account. Your funding or use of your account authorizes us to hold your funds at Pathward or act as your custodian to place your funds at one or more participating FDIC-insured banks (each a "Program Bank"). Visit [www.pathwardprogrambanks.com](http://www.pathwardprogrambanks.com) to find the most up-to-date list of Program Banks. If you do not agree to Pathward placing your funds as custodian at other Program Banks, please immediately transfer or spend all the funds in your account or contact Customer Service above to close your 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 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 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>.

## 3. GETTING STARTED

### a. Account Registration

In order to open your Account you must go to the BAC or the Mobile App to register your Account and activate your Card. In the Account registration process you will be required to provide information necessary for us to verify your identity, and you will be able to set a PIN for your Card. If you do not register your Account, provide information about you, or activate your Card, your Card will have limited functionality. During Account registration, you must consent to receive electronic communications. To activate other Cards, you must call the Customer Service phone number listed above in the section titled "Customer Service Contact Information" or visit the BAC.

### b. Verification Process

(1.) Important information for opening an Account: To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens an Account.

(2.) What this means for you: When you open an Account, we will ask for your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other documents at any time. Accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. We may validate the information you provide to us to ensure we have a reasonable belief of your identity. We reserve the right to not open an Account for anyone in our sole discretion. We may also limit the number of Accounts that you have in our sole discretion. Your Account is subject to security and fraud prevention restrictions at any time, with or without notice.

(3.) Eligibility and Activation: To be eligible to use and activate this Account, you represent and warrant to us that: (i) you are a citizen or permanent resident of the fifty (50) United States, the District of Columbia, Puerto Rico or the U.S. Virgin Islands who can lawfully enter into and form contracts under Applicable Law in the state in which you reside; (ii) the personal information that you have provided to us is true, correct and complete; and (iii) you have read this Agreement and agree to be bound by and comply with its terms.

### c. What Happens If We Cannot Verify Your Identity?

If we are not able to verify your identity to our satisfaction (including if you do not attempt to verify your identity with us), you will not have an Account with full functionality as described in this Agreement. If your Account was previously funded and we are not able to verify your identity to our satisfaction, you will be limited to making domestic (including Puerto Rico and the U.S. Virgin Islands) in-person, mail order and online Card purchases of goods and services to spend down your balance. See Exhibit A for limited-use terms. For security reasons and subject to Applicable Law, we may also restrict access to the funds in your Account until we confirm your identity, or until we confirm that you are the person who opened the Account or deposited or added funds to the Account.

## 4. ACCOUNT FUNDS

### a. Deposits

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

**b. Limits**

Certain limits apply to deposits and transfers to your Account. For example, if required, any initial Add Money transaction to set up your Account must be at least \$20.00 and no more than \$500.00. For subsequent Add Money transfers, there is a \$20.00 minimum.

Adding funds through transactions other than direct deposit may be subject to a fee. If you arrange to have funds deposited directly to your Account through an ACH credit transaction, you must enroll with the entity making a payment to you by providing our routing number and your Account number. We reserve the right to reject any deposit other than the deposit transactions set forth above that you have authorized. No other person can deposit money into your Account on your behalf without your authorization. We will not accept any checks, money orders or cash mailed or otherwise provided to us for deposit, or any inbound wire transfers to your Account. We are not liable for any checks, money orders or cash mailed to us.

ATM or teller cash withdrawals from your Account may not exceed certain daily limits. Withdrawals using Cash Pickup powered by Ria may not exceed \$2,500.00 per day per Bluebird Account and may not exceed \$2,900.00 per day across all Bluebird Accounts. Purchases using your Card may not exceed \$15,000.00 per day. Bluebird2Walmart money transfers powered by Ria from your Account may not exceed \$2,500.00 per day.

**c. Funds Availability Policy**

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

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

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

Availability of funds added to your Account through the use of an eligible Mobile Check Service is subject to the terms and conditions of the Mobile Check Service, including fees for early funds availability (see your Fee Schedule for applicable fees). Funds added to your Account through the use of an eligible Mobile Check Service are added through an ACH transaction and are subject to funds availability requirements for ACH transactions.

**d. Preauthorized credits**

If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, visit the BAC or Mobile App to find out whether or not the deposit has been made, or Contact Customer Service.

**e. Transaction processing order**

Generally, your deposits and withdrawals are processed as follows:

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

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

**f. Third-Party transfers.**

Funds may be sent to us through eligible third-party service providers offering Mobile Check Services, money transmittal services, or Add Money transfers. Generally, funds that we receive from you through one of these eligible third-party service providers will be available to you when we receive the funds from the third-party service provider and have had a reasonable time to process the funds for deposit to your Account. Please see the applicable third-party service provider's terms of service for information about their processing and transmission timeframes. We may also, from time to time, enter into an arrangement with a third-party service

provider which permits us to make funds you deposit with us through Add Money transfers available to you prior to the time we actually receive the funds because the third-party service provider has informed us that the Add Money transfer is in the process of transmittal to us. Please note that even if we make funds available to you prior to our actual receipt, those funds will not be FDIC insured until we receive them.

**g. Other Types of Deposits.**

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

**5. USING YOUR ACCOUNT**

**a. Accessing Funds and Limitations**

Each time you use your Card or another permitted method to access funds in your Account, the Available Balance in your Account will be reduced by the amount of the transaction and applicable fees. Generally, you may not exceed the Available Balance in your Account through an individual transaction or a series of transactions. If a transaction on your Account exceeds the balance of the funds available in your Account, you will remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. If your Account has a negative balance, any deposits will be used to offset the negative balance. We may also, to the extent permitted by Applicable Law, use any deposit or balance on another account you have with us to offset a negative balance in your Account. If you have not deposited sufficient funds to your Account to cover the negative balance within sixty (60) days of its creation, we may close your Account. Additionally, we have the right to pursue collection, including the right to collect funds equal to or less than the negative balance, from any other account(s) you may have with us. If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself. The following types of electronic fund transfers are available on your Account:

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

**b. International Transactions**

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

**c. Preauthorized Transfers**

- (1) **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how: Call or write us with the Customer Service information above in time for us to receive your request at least three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments. There may be a fee associated with each stop payment order you give. For information about the fee, please see the Fee Schedule. To stop a recurring payment to a merchant you have preauthorized to debit your Account, you may also contact the merchant to request that the recurring payment be cancelled. If you have arranged for recurring payments to a merchant using the bill pay services available through an eligible third-party service provider, you should first contact the applicable third-party service provider to cancel the recurring payment.
- (2) **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- (3) **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three (3)

Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**d. Our Liability for Failure to Complete Transactions**

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

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

For any other exception stated in our Agreement with you.

**e. Authorization Holds**

With certain types of purchases (such as those made at restaurants, car rentals, hotels, cruise lines, or similar purchases), your Account may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

You do not have the right to stop payment on an authorized purchase transaction, except as otherwise provided herein. If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier.

**6. CONFIDENTIALITY**

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

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

**7. DOCUMENTATION**

**a. Periodic Statements**

You will be able to review Account transactions and Account statements through the BAC. We will send you an email that your Account statement is available on the BAC, and the Account statement shall be deemed received on the date that it is posted to the BAC.

Periodic statements will be provided for each monthly cycle. If your Account is dormant, we may stop sending you account statement emails or posting statements to the BAC. Your Account is dormant if your Account has not had any customer-initiated activity, that is, no purchases; no cash withdrawals; no cash remittances; or no balance inquiry fees for three hundred sixty-five (365) consecutive days. For security reasons, we may refuse a withdrawal or transfer from Accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization.

**b. Receipts**

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

**8. LOST OR STOLEN CARDS; UNAUTHORIZED TRANSACTIONS.**

**a. Contact Customer Service Immediately**

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

**b. Your Liability for Unauthorized Transfers**

Tell us AT ONCE if you believe your Card or Access Device has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Calling Customer Service is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two (2) Business Days after you learn of the loss or theft of your Card or Access Device, you can lose no more than \$50.00 if someone used your Card, Account or Access Device without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Card or Access Device, and we can prove we could have stopped someone from using your Card, Account, or Access Device without your permission if you had told us,

you could lose as much as \$500.00. If your Card, or Access Device has been lost or stolen, we will deactivate your Card or Access Device, as applicable, and issue you a new one to keep losses down.

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

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

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

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

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

**d. Your Liability for Unauthorized Visa Transactions**

Under Visa's Zero Liability Policy, your liability for unauthorized transactions on using your Card is \$0.00 if you notify us immediately and are not grossly negligent or fraudulent in the handling of your Card.

This Zero Liability Policy does not apply to debit transactions not processed by Visa, foreign ATM withdrawals, or if we are unable to verify your identity.

**9. ADDITIONAL TERMS OF THE AGREEMENT**

**a. Personal Identification Number ("PIN")**

You will be able to set a Personalized Identification Number ("PIN") at Account registration. You should not write or keep your PIN with your Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in this Agreement.

**b. Returns and Refunds**

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

**c. Card Replacement and Expiration**

If you need to replace your Card for any reason, please visit the BAC or contact Customer Service (fees may apply, see the Fee Schedule). You will be required to provide personal information which may include your Card number, full name, transaction history, and similar information to help us verify your identity. Please see the Fee Schedule for any applicable fees to replace your Card. Please note that your Card has a "Card Expires" date on the front of the Card. You may not use the Card after the "Card Expires" date on the front of your Card. You will not be charged a fee for replacement Cards that we send due to expiration of the Card. If you lose your Card prior to registering your Account, you are not eligible to receive a replacement Card; however, upon your providing us with proof of purchase of the Card we will mail you a refund check in the amount of your balance.

**d. Additional Cards/Authorized Users**

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



Card and any additional Card or the Account. You are wholly responsible for the use of each Card and Account according to the terms of this Agreement, subject to the terms of this Agreement and Applicable Law.

The Bluebird Account has a feature that offers the Accountholder the ability to open and maintain one or more Subaccounts (each a "Subaccount") connected to the Bluebird Account that the Accountholder can control and transfer money into (and out of) for use by "Subaccount Users" who meet the eligibility requirements of this feature. A Subaccount is a feature of the Account and is not a separate account.

Only an Accountholder with a valid Bluebird Account in good standing (meaning your Account is not presently subject to an open/pending investigation and you are not in violation of this Agreement or any other agreement we have with you) may open and maintain Subaccount(s) and receive Subaccount Card(s) linked to the Subaccount(s).

By opening a Subaccount, the Accountholder consents to and agrees to be fully liable and responsible for all of the Subaccount User's transactions, actions, obligations, uses and liability related to the Subaccount, any Subaccount Card issued for that linked Subaccount, the Subaccount User's use of the Bluebird Account at any websites, and all other obligations of the Subaccount User related to the Subaccount or Subaccount Card, including those obligations set forth in this Agreement.

At present, an Accountholder may open and maintain up to four (4) Subaccounts at any time. There may be only one Subaccount User for each Subaccount. We reserve the right, in our sole discretion at any time, to limit the number of Subaccounts the Accountholder may maintain with the Bluebird Account.

The Accountholder may open and maintain Subaccounts for Subaccount Users who are at least eighteen (18) years of age and reside in one of the fifty (50) United States; provided, that where the Accountholder is an individual's parent or legal guardian or has the appropriate consent from that individual's parent or guardian, the Accountholder may open and maintain Subaccounts for Subaccount Users between the age(s) of thirteen (13) and eighteen (18) (or nineteen (19) where applicable), subject to the Accountholder's and Subaccount Users' meeting any eligibility requirements.

Any Accountholder who authorizes a minor to use a Subaccount or Subaccount Card shall be the parent or legal guardian of the minor or have the current valid consent of the parent or legal guardian of the minor to provide the minor with access to a Subaccount or Subaccount Card, as described further below. The Accountholder shall review all of the agreements, terms and conditions and fees contained in this Agreement and in all other applicable agreements, consents and disclosures with any such minor, and educate or instruct the minor regarding his or her use of the Subaccount and any Subaccount Card. The Accountholder agrees that we may rely on all uses of the Subaccount and all acts taken with a Subaccount Card by a minor, even if those acts or uses contravene the Accountholder's instructions to the minor. Except as otherwise required by Applicable Law, the Accountholder also acknowledges and agrees that this Agreement and all other applicable agreements, consents and disclosures, including without limitation the Privacy Notice and Privacy Statement, and any authorizations granted to us, apply to the minor's use of the Bluebird Account, a Subaccount and any linked Subaccount Card.

If the Accountholder allows a minor to use a Subaccount or Subaccount Card but is not the minor's parent or legal guardian (e.g., the Accountholder is the minor's grandparent or relative), the Accountholder agrees to obtain permission from the minor's parent or legal guardian so that the responsible person can have the above discussions with the minor and provide all of the above consents. The Accountholder represents and agrees that he or she has already done so or that you will do so before the minor first uses the Subaccount or any linked Subaccount Card, and that we may rely on such representation and agreement.

Subaccounts are subject to all of the terms and conditions of this Agreement and all limitations (including transaction limits) imposed by us or the Accountholder on the Subaccount or Subaccount Card, and by using the Bluebird Account, each Subaccount User agrees to be bound by the terms and conditions of this Agreement (including all agreements and policies referenced in this Agreement or otherwise applicable to use of specific features of the Service which are required to be agreed to and accepted before use of such specific features). If a Subaccount User does not agree to all such terms and conditions, agreements and policies, the Subaccount User may not use or access the Subaccount or Subaccount Card.

All Subaccount transactions count against the Accountholder's transaction limits as though the Accountholder conducted the transactions himself or herself. For example, if the Accountholder has a \$750.00 per day ATM Withdrawal limit on his or her Bluebird Account and the Subaccount User withdraws \$250.00 from an ATM during a day, additional ATM Withdrawals from the Accountholder's Account will be limited to \$500.00 that day.

The Subaccount Card is for consumer use only and is not transferable. The Subaccount User may not permit any other person to use his or her Subaccount Card. If the Subaccount User violates this Agreement and allows someone else to use their Subaccount or Subaccount Card, then the Accountholder agrees that all transactions, actions, obligations, and uses of the Subaccount or the Subaccount Card conducted by that third person (including transactions, actions, or uses of the Subaccount that exceed the authority granted to the third person by the Subaccount User) will be deemed to be those of the Subaccount User and that the Accountholder will be liable for those transactions as well. If the Accountholder tells us to revoke permission for an existing Subaccount User to use his or her linked Subaccount or Subaccount Card, we may suspend use of, lock or close the linked Subaccount. Suspension, lock or closure of a Subaccount results in termination of all privileges with respect to the associated Subaccount Card.

The Accountholder agrees to provide copies of all relevant agreements, consents and disclosures regarding the Bluebird Account, including but not limited to copies of this Agreement and the Privacy Notice, to each Subaccount User. Closure of a Subaccount results in termination of your privileges with respect to the associated Subaccount Card.

The Accountholder sets a username and a password for each Subaccount. When a Subaccount User logs in for the first time with the username and password, he or she will be prompted to select a PIN and security question and answer for the Subaccount. The Subaccount User can change his or her PIN, password and security question and answer on the Subaccount he or she is authorized to use in accordance with our procedures. We may place a temporary hold on the Subaccount, or suspend or terminate the Subaccount, if the password or PIN has been compromised or if the Subaccount Card is lost or stolen. In the event the PIN or the Subaccount Card becomes lost or stolen, the Subaccount User or Accountholder should notify us immediately by calling Customer Service.

**e. Goals**

The Accountholder may establish and manage Goals ("Goals") via the BAC or the Mobile App and transfer funds from the BAC to Goals for the purpose of putting funds away towards specific goals, emergencies, or other purposes, subject to the terms and conditions of this Agreement and the terms and conditions applicable to Goals set forth at the BAC and the Mobile App.

An Accountholder may establish up to six (6) Goals, and Subaccount Users may not establish Goals. There are no fees associated with the establishment or use of Goals. Funds in Goals are insured by the FDIC on the same basis as Bluebird Account funds.

Funds can only be added to Goals by transfer of funds (on a one-time or recurring basis) from your Bluebird Account. Funds transfers between your Bluebird Account and Goals are immediately processed. Funds so transferred are no longer considered part of your Available Balance and accordingly are not available for immediate spend or other use. For example, if you attempt to make a purchase or withdrawal from your Bluebird Account that exceeds the Available Balance, the purchase or withdrawal will not be authorized by us (except as otherwise provided in this Agreement), even if you have sufficient funds to cover the shortfall in your Goals.

To spend or otherwise use funds held in your Goals, the funds must be transferred from your Goals back to your Bluebird Account, at which time such funds will once again be considered part of your Available Balance.

If your Bluebird Account is suspended or frozen, you will not be able to transfer funds from your Goals to your Bluebird Account. This means that you will not be able to access the funds in your Goals until the freeze or suspension on your Bluebird Account is lifted. Goals transactions are fully reflected in your transaction history, accessible via the BAC or the Mobile App. You agree that we may recover amounts held in your Goals if you owe any amounts to us, even if such liability is unrelated to the Goals.

Once established, Goals can be closed only in connection with the closure of your Bluebird Account. If you or we close your Bluebird Account, your Goals will be simultaneously closed, and the funds in your Goals will be returned to you on the same basis as the return of funds in your Bluebird Account.

You may choose to have us transfer funds from your Account to your Goals on a recurring basis. If you instruct and authorize us to make recurring transfers from your Account to your Goals, then we will continue to do so on a regular basis until you cancel the authorization, or except as provided below:

- (1) If there are insufficient funds in the Account at the time that a pre-authorized recurring transfer is scheduled to occur, then the transfer will not occur. We will not make a partial transfer (i.e., a transfer for less than the amount of the scheduled transfer) if the available funds are insufficient to cover the full amount of the scheduled transfer. We will not attempt to make the transfer after sufficient funds are subsequently added to the Account.
- (2) You may verify that a preauthorized transfer occurred as scheduled through the BAC or the Mobile App, or by calling Customer Service.
- (3) You may stop a preauthorized recurring transfer through the BAC or the Mobile App, or by calling Customer Service. If you cancel a preauthorized recurring transfer authorization at least three (3) days before the next scheduled transfer, then we will stop that transfer. If you cancel a preauthorized recurring transfer authorization within three (3) days of the next scheduled transfer, then we might not be able to stop the next scheduled transfer. If you instruct us to stop payment of an individual transfer, we will cancel the entire series of recurring transfers, and you will need to provide us with a new authorization in order to resume recurring transfers.
- (4) If you instruct us to stop payment on a recurring transfer via the telephone, then we may require you to provide us with written confirmation of the stop payment order within fourteen (14) days of the oral notification. If you do not provide us with this written confirmation within fourteen (14) days, then we will not be bound by your oral instructions after fourteen (14) days.
- (5) If we fail to stop payment of a preauthorized transfer in accordance with your instructions and the terms specified above, then we will be liable to you for all damages proximately caused by such failure. We will not be liable, however, if we can show by a preponderance of the evidence (i) that our failure resulted from an act of God or other circumstance beyond our control, that we exercised reasonable care to prevent such an occurrence, and that we exercised such diligence as the circumstances required; or (ii) that our failure resulted from a technical malfunction which was known to you at the time that the transfer should have occurred. If our failure to stop payment of a preauthorized transfer was not intentional and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adapted to avoid any such error, we shall be liable only for actual damages proved.
- (6) Each preauthorized recurring transfer in a series must be in the same amount. If you wish to change the amount of recurring transfers, then you must cancel the authorization and provide us with an authorization for a new series of recurring transfers.

**f. Sending Money to (and Requesting Money from) Other Accountholder and User**

**(1) Send Money Transactions; Limits**

The Accountholder may use Bluebird to send money to, and request money from, another User, subject to the payment of any fees that apply to your transaction and the terms and conditions of this Agreement. A Subaccount user may send money to another User and request money from his or her own Accountholder, subject to the Send Money transaction limits the Accountholder sets for the Subaccount user, the payment of any fees that may apply to the transaction and the terms and conditions of this Agreement. "Send Money" and "Request Money" transactions can be conducted either via the Bluebird website or the Bluebird Mobile App. Payment to a merchant, business, or any type of commercial entity, or a payment (or request) sent in connection with the sale of goods or services or for payment on a debt or amount owed, is not an eligible use of Send Money and is prohibited (Pay Bills is the only currently approved means of sending payments to a merchant, business or other commercial entity via Bluebird).

Please note: The Accountholder and linked Subaccount Users may, in the aggregate, with limits that may apply, subject to the Spend Money limits set forth in Section 4.b. We do not currently charge any fees for Send Money transactions. Send Money transactions will be funded from and to the extent of Available Funds in the relevant Bluebird Account or Subaccount or as otherwise provided in this Agreement.

We reserve the right, subject to Applicable Law, to change the amount of your Send Money transaction limits, limit, block, or place a hold on certain types of transfers or transactions and/or limit, suspend or block your transfers to particular persons, entities or recipients and/or suspend your access to the Send Money service, in our sole discretion.

#### **(2) Send Money Authorizations**

Each time you initiate or accept a Send Money transfer through Bluebird, you authorize us to debit or credit the relevant Accounts on your behalf in accordance with your instructions and the terms and conditions of this Agreement. Your authorization permits us to complete the transfer (including deducting any applicable fees) and to correct any errors in the transfer, to the extent permitted by Applicable Law. You also authorize us to debit your Bluebird Account and Subaccount, balance or any of your linked Add Funds Sources, if another User did not actually have sufficient good funds to pay for a transfer that was credited to you. All transfers must comply with Applicable Law.

#### **(3) Refused and Returned Send Money Transactions**

In the event an intended recipient refuses or fails to accept your Send Money transaction, you agree that you will not hold us liable for any damages resulting from such refusal or failure. Send Money transactions, unless earlier cancelled by you in accordance with the terms and conditions of this Agreement, are available for acceptance by the recipient for thirty (30) days. We will promptly return to your Available Funds any Send Money transaction that has not been accepted by the recipient within thirty (30) days after the date you initiated the Send Money transaction. Notwithstanding the foregoing, if the recipient earlier informs us they are rejecting your Send Money transaction, then we will return such amount to your Available Funds promptly after being so informed.

#### **(4) Send Money Transactions to Non-Registered Accountholder**

When you initiate a Send Money transaction to a person who is not a registered Bluebird Accountholder, provided the person to whom you are trying to Send Money has not opted out of receiving email communications from us, we will attempt to notify the person via email about the process to become a registered Accountholder and accept the funds. If the person becomes a registered Accountholder and accepts the Send Money transaction within thirty (30) days after you initiate the transaction, then the funds will be transferred to that person's Account and made available to the person in accordance with the terms and conditions of this Agreement. If the person does not become a registered Accountholder and accept the Send Money transaction within such thirty (30) day period, or if you cancel the transaction before the person becomes a registered Accountholder and accepts the transaction, we will return the funds to your Available Funds within three (3) business days after any such event.

#### **(5) Receiving Money from Other Users**

The Accountholder may use Bluebird to request or receive money from another Accountholder, and a Subaccount user may use Bluebird to request or receive money from the Accountholder ("Receive Money"), subject to the payment of any fees that may apply to your transaction and the terms and conditions of this Agreement. Receive Money transactions may be conducted via the Bluebird website or the Bluebird Mobile App.

#### **g. Split Tender Transactions**

Depending upon the merchant's policy, you may be able to use your Card with another form of payment, such as cash, check, or another card to make a purchase (a "Split Tender Transaction"). Policies regarding Split Tender Transactions vary by merchant, and we do not guarantee that a merchant will permit a Split Tender Transaction. If you wish to conduct a Split Tender Transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in your Account to the Card. You must then arrange to pay the difference using another form of payment. If you fail to inform the merchant that you would like to complete a Split Tender Transaction prior to swiping or inserting the Card, the Card will likely be declined.

#### **h. Communications**

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

#### **i. Electronic Delivery of Notices & Information: Email Verification**

Bluebird is a paperless platform and service, which means, among other things, that we will attempt to provide you with all notices and communications, including legally-required notices and communications which you may otherwise have the right to receive in

paper form, in electronic form (e.g., by email, the BAC or SMS Message instead of paper), except as otherwise specified in this Agreement and our E-Communications Disclosure. Accordingly, Bluebird is intended for use only by those willing and able to receive all notices and communications from us exclusively via electronic means in accordance with this Agreement and our E-Communications Disclosure. At registration, for the duration of your Bluebird Account usage and in certain instances following the termination of your Bluebird Account with us, we require your valid and working email address in order to ensure we can effectively communicate with and deliver our services to you. As part of the registration process, you will be asked to provide and verify your email address and electronically consent to the terms and conditions set forth in our E-Communications Disclosure. You can withdraw your consent at any time, but only in the manner set forth in our E-Communications Disclosure. Such withdrawal may result in the disruption, suspension or termination of your Account. If you do not verify your email address by clicking on the link in the email you receive from us as part of the registration process, you will not be able to use your Card or most other Account features.

**j. Change of Address**

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

We cannot accept responsibility for any 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 Account information to such individual. It is your sole responsibility to ensure that the email address you provide to us is current and accurate. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current email address.

**10. OPTIONAL FEATURES AND SERVICES**

We may include additional features and services at our sole discretion, and such features and services will be subject to separate terms and conditions. For more information on the following product features or services, contact Customer Service.

**a. Bill Pay**

Your Account includes access to an optional linked Bill Pay Service available through the BAC. Accountholder may use Bluebird's bill payment service ("Bill Pay") to make one-time payments from the Bluebird Account to companies or individuals that the Accountholder selects ("Payees"), subject to the terms and conditions of this Agreement and the terms and conditions applicable to Bill Pay set forth at the BAC and the Mobile App.

Bill Pay can be accessed online at the BAC and the Mobile App. The payment amount for each Bill Pay transaction requested by the Accountholder will be debited from his or her Account immediately upon submission of the Bill Pay request. Payments to Payees will be sent either by means of an ACH or other electronic payment transaction or check drawn on our account or the account of our vendor and delivered via mail or courier. Payments will be processed and sent via ACH or mail/courier not later than the second (2nd) Business Day after request. Payments via ACH will generally be credited on the next Business Day after processing. The actual delivery date of payments sent via check will depend on the mail/courier and is outside of our control. If a Payee fails to negotiate the check within ninety (90) days, we will stop payment on the check and recredit the Account for the amount of the payment. If a check is returned to us prior to the end of the ninety (90)-day period, we will stop payment on the check and recredit the Account.

Subaccount Users are not eligible to use the Bill Pay service. Payments via the Bill Pay service to registered Payees may not exceed \$15,000 per month, and bill payments to non-registered Payees may not exceed \$5,000 per month. To ensure timely payment of your bills, the Accountholder must submit Bill Pay transaction requests and their Bluebird Account must have requisite Available Funds and be in good standing at least six (6) Business Days before the date payment is required to be made.

Prior to the cut-off time established by us with respect to each Payee (the "Cut-Off Time" in respect of such Payee), the Accountholder may cancel a Bill Pay bill payment to a Payee by logging into their Account. After the Cut-Off Time, the Accountholder may stop payment on bill payments sent via check (but not bill payments sent via an electronic payment transaction) at any time prior to a Payee's deposit of such check with their bank by calling Customer Service. Prior to the applicable Cut-Off Time with respect to a scheduled payment to a Payee, you may choose to "edit" or "cancel."

Bill Pay transaction requests can only be submitted for immediate processing. We shall have no liability in the event we cannot complete a Bill Pay transaction due to insufficient funds in the Bluebird Account or the payment to the Payee being blocked for any reason. We reserve the right, subject to Applicable Law, to change the amount of your Bill Pay transaction limits, limit, block or place a hold on certain types of transfers or transactions, limit, suspend or block transfers to particular persons, entities or recipients and/or suspend your access to the Bill Pay service, in our sole discretion.

**b. Virtual Cards**

If you request an Account online and we are able to verify your identity to our satisfaction, we will provide you with a temporary virtual Card ("Virtual Card") that you can use until you receive your personalized physical Card. A Virtual Card is an online representation of a Card you can use until you receive your personalized physical Card. You can use the Virtual Card as provided in this Agreement, with the following limitations: you may not add funds to your Account using your Virtual Card; you may not access ATMs with your Virtual Card; purchase transactions using your Virtual Cards are limited to \$500.00. Your Virtual Card will expire and

will no longer be able to be used, as soon as you activate your personalized physical Card.

### **C. Mobile App and Text Messaging**

#### **(1) Mobile App**

The Mobile App allows you to use your mobile device to manage your Account and send, request, and receive payments through the Bluebird Account. The Mobile App may not work with all mobile devices (it is currently available only for U.S. wireless telephone numbers), and not all functionalities of the Bluebird Account are available on mobile devices or through the Mobile App. The Mobile App does not permit or support currency conversion and is subject to the limits set forth in Section 4(b). If you use the Mobile App, you are solely responsible for any fees that your wireless service provider or other third-party charges, such as fees for messages and data services. Your wireless service provider is not the provider of the Mobile App, and we are not responsible for the hardware and/or mobile device you use in downloading and using the Mobile App, or for any third-party software you may need to use the Mobile App. Any third-party software is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and installation.

#### **(2) Text Messaging**

In order to receive text messages from us (e.g., about your Account, offers and news about the Bluebird Account, etc.) or use certain features of the Bluebird Account that we may make available that require the use of text messaging, you must (i) opt in to the short message service or SMS, program ("SMS Service") on the BAC and (ii) expressly consent to receive text messages from us.

If you have successfully registered for and opted in to the SMS Service (which requires, among other things, successfully verifying the U.S. wireless telephone number(s) you wish to use in connection with your use of the SMS Service), you understand that you will receive text messages in connection with your use of the SMS Service to, among other things, provide you with the information you request, and otherwise in connection with certain transactions initiated by you, or initiated by others that wish to transact with you, via SMS (e.g., by sending to you, or requesting from you, money). In addition to those messages, you understand that, as part of the SMS Service, you also may receive error messages, confirmatory messages and other similar administrative messages from us via text at your U.S. wireless telephone number(s) you have provided for such purposes. Message frequency varies by Account, by transaction volume, and by preferences selected.

You understand that your wireless service provider's message and data rates may apply to text messages sent and received in connection with the Bluebird Account (including, without limitation, any error messages, confirmatory messages or other administrative messages that you may receive in connection with your use of the Bluebird Account), and may appear on your wireless service provider's bill or be deducted from your pre-paid wireless balance.

You may cancel your enrollment in the SMS Service at any time by replying "STOP" to any text message you receive from us, by texting "STOP" to 22473, or by logging into your Account via the BAC or via the Mobile App and cancelling enrollment, and you understand that, for your protection, you may receive a text message on your U.S. wireless telephone number confirming your cancellation. If you require information or assistance, reply "HELP" to any text message you receive from us or text "HELP" to 22473, or call Customer Service.

### **11. LEGAL NOTICES**

#### **a. English Language Controls**

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

#### **b. Account Closure**

You may close your Account by contacting Customer Service or via the BAC. Your request for Account closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Account be closed, we will send a check to your address on record for any remaining balance on your Account, subject to any fees (see your Fee Schedule for applicable fees, if any). We reserve the right to close your Account should you complete or attempt to complete any of the prohibited actions in this Agreement.

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

#### **c. Disclaimer of Warranties**

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OUR SERVICES OR ANY FINANCIAL SERVICE OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **d. Assignability**

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

#### **e. Amendment and Cancellation**

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

**f. Legal Process**

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 we believe to be valid. When we receive an order instructing us to restrict access to funds in an Account, we may remove the funds from the Account and maintain them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine Account fees and rates.

**g. Other Terms**

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

**12. JURY TRIAL WAIVER**

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

**13. ARBITRATION CLAUSE**

We have put this Arbitration Clause in question and answer form to make it easier to follow. However, this Arbitration Clause is part of this Agreement and is legally binding. For purposes of this section, our "Notice Address" is: Pathward, N.A., Attn: Customer Service, 5501 S Broadband 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 (" <b>Arbitrator</b> ") 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.
Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries, affiliates, and their successors and permitted assigns; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.

What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	This Arbitration Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your 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>
Who handles the arbitration?	Usually AAA or JAMS	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: <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>• JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, <a href="http://www.jamsadr.com">www.jamsadr.com</a></li> <li>• Any other company picked by agreement of the parties.</li> </ul> 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.
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. Also, any individual claim(s) by you or us in which the amount in controversy (exclusive of attorneys' fees and costs if applicable law so provides) is properly 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. 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.
Are you and we giving up any rights?	Yes	For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to: <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> 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.
Can you or another consumer start a class arbitration?	No	<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.
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).
<b>Process.</b>		

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.
<b>Arbitration Fees and Awards.</b>		
Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees, and ask us to pay. We will always pay amounts required under applicable law or the administrator's rules.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator within 14 days of the ruling. The Arbitrator will determine whether to grant such request.
What happens if a part of this Arbitration Clause cannot be enforced?	It depends	If any portion of this Arbitration Clause cannot be enforced, the rest of the Arbitration Clause will continue to apply, except in two instances. First, if a court rules that the Arbitrator can decide a Dispute on a class basis and that ruling is not reversed on appeal, then this entire Arbitration Clause (except for this sentence) will be void. Second, if a claim is brought seeking public injunctive relief and a court determines that the restrictions in this Arbitration Clause prohibiting the Arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), then the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case, the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

Pathward, National Association, Member FDIC, 5501 S. Broadband Lane, Sioux Falls, SD 57108.

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**EXHIBIT A**

**LIMITED-USE TERMS**

If we are unable to verify your identity, you will not have an Account with full functionality as described in this Agreement, and the following limited-use terms shall apply:

- You will be limited to making domestic (including Puerto Rico and the U.S. Virgin Islands) in- person, mail order and online Card purchases of goods and services at merchants that accept Visa debit cards, to spend down your then-current balance. This means you may not access your funds through any other means, including ATM or bank counter withdrawals, preauthorized transfers, bill payments, ACH, or transfers among Bluebird Account holders.
- You may not make additional deposits (including direct deposits) or receive or transfer additional funds to your Account.
- In the event of a disputed transaction (including unauthorized transactions), we have no obligation (except as required by law) to provisionally credit your Account or limit your liability pursuant to Section 8, including under Visa's Zero Liability Policy.
- All other terms of the Agreement, as applicable to your limited use of a Card, will continue to apply, including Sections 11 (Legal Notices); 12 (Jury Trial Waiver); and 13 (Arbitration Clause).
- If a PIN is required at a point-of-sale transaction, you may contact Customer Service to receive a valid PIN in order to spend down your then-current balance.