

## CARDHOLDER AGREEMENT

### IMPORTANT- PLEASE READ CAREFULLY

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION. AS SET FORTH BELOW, IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM.

SEE FEE SCHEDULE ON PAGE 13 FOR THE FEES ASSOCIATED WITH THE USE OF THIS CARD ACCOUNT. THIS CARD MUST BE SUCCESSFULLY ACTIVATED AND REGISTERED IN ORDER TO BE USED. FOR DETAILS, SEE THE "OPENING A CARD ACCOUNT" TERMS BELOW.

FOR QUESTIONS OR ASSISTANCE, PLEASE CALL THE CUSTOMER SERVICE TELEPHONE NUMBER (1-866-578-4348) PRINTED ON THE BACK OF YOUR MILEAGEPLUS GO VISA® PREPAID CARD.

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## INTRODUCTION

### Terms and Conditions/Definitions for the MileagePlus GO Visa Prepaid Card

This document constitutes the agreement ("**Agreement**") outlining the terms and conditions under which the MileagePlus GO Visa Prepaid Card and the Netspend Visa Virtual Account have been issued by Republic Bank & Trust Company, Member FDIC ("Republic Bank" or "Issuer"). The Issuer is an FDIC insured member institution. "**Card Account**" means the records we maintain to account for the transactions made with your Card or Virtual Account. "**Account Number**" means the 10-digit number used to identify your Card Account. "**Card**" means the MileagePlus GO Visa Prepaid Card issued to you by Republic Bank. "**Card Number**" is the 16-digit number embossed

on your Card. **"Virtual Account"** means a temporary access device issued to you by Republic Bank that you may elect to obtain to access your Card Account for telephone or online transactions, without needing to present your Card. **"We," "us," and "our"** mean the Issuer, our successors, affiliates or assignees. **"Netspend"** refers to Netspend Corporation, the servicer for the MileagePlus GO Visa Prepaid Card program and Netspend Visa Virtual Account program, and its successors, affiliates, or assignees. Any request for a Card or Virtual Account will be processed by Netspend, acting on behalf of the Issuer, at its offices located in Austin, Texas. Netspend is a registered agent of the Issuer. **"You," "your," "Cardholder,"** and **"Primary Cardholder,"** refers to the person who submits an initial request for the Card and is authorized to use the Card as provided for in this Agreement. **"Secondary Cardholder"** refers to the person or persons who have received the Card at the request of the Primary Cardholder and are authorized to use the Card as provided for in this Agreement. In order to become a Cardholder, you must be an individual who can lawfully enter into and form contracts under applicable law in the state in which you reside. **"MileagePlus Program"** means the MileagePlus loyalty program, including without limitation the Premier® program, operated by United and subject to MileagePlus Rules. **"MileagePlus Rules"** means the rules and regulations, that govern participation in the MileagePlus Program, as modified by United from time to time. **"MileagePlus Account"** means a MileagePlus Program account that you established with United and to which this Card Account must be linked. **"Miles"** means the loyalty currency of the MileagePlus Program. **"Additional Award Miles"** means Miles earned in connection with promotional offers presented to you from time to time. **"United"** refers to United Airlines, Inc., MileagePlus Holdings, LLC and their respective subsidiaries, affiliates and agents. United, MileagePlus, the globe logo, and related trademarks and service marks are the property of United Airlines, Inc. Use of such marks without United's prior written consent is prohibited. For complete details about MileagePlus visit [www.mileageplus.com](http://www.mileageplus.com). Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

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

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

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

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

#### **OPENING A CARD ACCOUNT (IDENTIFICATION VERIFICATION/REGISTRATION/ACTIVATION)**

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

**IMPORTANT INFORMATION FOR OPENING A CARD ACCOUNT:** To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires us to obtain, verify, and record information that identifies each person who opens a Card Account. **WHAT THIS MEANS FOR YOU:** When you open a Card Account, we will ask for your **name, address, date of birth, and your government ID number.** We may also ask to see your driver's license or other

identifying information. Card activation and identity verification is required before you can use the Card Account. If your identity is partially verified, full use of the Card Account is restricted, but you may be able to use the Card for in-store purchase transactions. Restrictions include: no ATM withdrawals, international transactions, account-to-account transfers, and additional loads. Use of Card Account is also subject to fraud prevention restrictions at any time, with or without notice. **Residents of the State of Vermont are ineligible to open a Card Account.**

You may register and activate your Card by calling **1-866-578-4348** or by visiting [www.mileageplusgo.com](http://www.mileageplusgo.com). You must set a Personal Identification Number ("PIN") to activate your Card (see the section labeled "Personal Identification Number").

#### **UNITED MILEAGEPLUS® PROGRAM MEMBERSHIP REQUIREMENT**

**THIS CARD ACCOUNT REQUIRES A UNITED MILEAGEPLUS ACCOUNT.** You will be required to provide a MileagePlus Program account number prior to requesting a Card or establishing a Card Account. If you are an existing MileagePlus Program member, you will be prompted during the Card order process at [www.mileageplusgo.com](http://www.mileageplusgo.com) to confirm and verify your MileagePlus Account information. If you are not an existing MileagePlus Program member, you will be required to establish a MileagePlus Account during the Card order process.

You may only link one MileagePlus Account to your Card Account. Miles accrued in connection with Qualifying Activity associated with your Card Account, including Qualifying Activity engaged in by a Secondary Cardholder or authorized user, may only be reported to United for posting to the MileagePlus Account linked to your Card Account. If the MileagePlus Account linked to your Card Account is closed for any reason, you will not be able to link a new MileagePlus Account to your Card Account; resulting in the inability to earn Miles using your Card Account (see section labeled "Amendment and Cancellation").

By obtaining a Card Account linked to your MileagePlus Account, you are consenting that certain information, including without limitation that you have an active Card, will be reported to United for the purpose of posting Miles to your MileagePlus Account and sending service-related communications in connection with your MileagePlus Account.

For the MileagePlus Program, Miles, awards, and benefits issued are subject to change and are subject to the MileagePlus Rules, which are expressly incorporated herein. United may change the MileagePlus Program including, but not limited to, rules, regulations, travel awards and special offers or terminate the MileagePlus Program at any time and without notice. United is not responsible for any products or services of other companies and partners participating in the MileagePlus Program. Taxes and fees related to award travel are the responsibility of the MileagePlus Program member. Bonus award miles, award miles and any other miles earned through non-flight activity do not count toward qualification for Premier status unless expressly stated otherwise by United. The accumulation of mileage or Premier status or any other status does not entitle members to any vested rights with respect to the MileagePlus Program. All calculations made in connection with the MileagePlus Program, including without limitation with respect to the accumulation of mileage and the satisfaction of the qualification requirements for Premier status, will be made by United in its discretion and such calculations will be considered final. Information in this communication that relates to the MileagePlus Program does not purport to be complete or comprehensive and may not include all of the information that a MileagePlus Program member may believe is important, and is qualified in its entirety by reference to all of the information on the [united.com](http://united.com) website and the MileagePlus Rules. For complete details about the MileagePlus Program and to access the MileagePlus Rules, go to [www.mileageplus.com](http://www.mileageplus.com). Membership in the MileagePlus Program is not contingent on the activation or continued use of your Card Account.

United is not responsible for any Card, Card Account, Virtual Account or other product or service of the Issuer, Netspend or Visa. Issuer, Netspend, and Visa are not responsible for redeemed goods and/or services offered through the MileagePlus Program or by United. United makes available certain MileagePlus Program benefits through its partners and participating companies who are responsible for the quality and performance of any goods and/or services redeemed in connection with the MileagePlus Program. The MileagePlus Rules and various other terms and conditions, including without limitation terms and conditions established by partners and participating companies, apply to products and services made available through such partners and/or participating companies and any returns and exchanges of products and services obtained by redeeming Miles. You are responsible for how you use your MileagePlus Account.

You are responsible for any tax liability, including disclosure requirements, related to your Card Account and participation in the MileagePlus Program. For tax advice, please consult your tax advisor.

#### **MILEAGEPLUS GO PROGRAM TERMS**

**Earning Miles:** You will earn Miles, as described below in subsections (a)-(d), for eligible Qualifying Activity up to 2,500 Miles per calendar month. "**Qualifying Activity**" means eligible signature purchase transactions made using any Card

Number or Virtual Account associated with your Card Account, minus any returns or refunds. **To make a signature purchase transaction in-store: during checkout, select "CREDIT" on the keypad. Please note, in-store transactions do not always require a signature. Card not present transactions (i.e. online and/or phone purchases) that do not require a PIN also qualify as signature purchase transactions.**

**a) Monthly Plan Earning:** You will earn one (1) Mile for each \$2.00 of eligible Qualifying Activity while on the Monthly Plan.

**b) Annual Plan Earning:** You will earn one (1) Mile for each \$1.00 of eligible Qualifying Activity while on the Annual Plan.

**c) Selecting a Purchase Plan:** When you activate your Card, you will be prompted to select a Purchase Plan and you will earn Miles in accordance with the Purchase Plan that you select. If a Purchase Plan is not selected during activation, the Monthly Plan is the default Purchase Plan and you will earn Miles in accordance with the Monthly Plan.

**d) Switching between Purchase Plans:** You may, after your initial Purchase Plan selection, change your Purchase Plan by calling **1-866-578-4348** or by or by logging into your Online Account Center at [www.mileageplusgo.com](http://www.mileageplusgo.com). When changing Purchase Plans, the Plan change and Miles earning structure, as defined in subsections (a) and (b) above, is effective beginning at the start of the next *Monthly Plan Cycle*, regardless of whether you are switching to or from the Annual Plan or Monthly Plan. The Monthly Plan Cycle is established on the date the Card Account is first funded and reoccurs on each monthly anniversary of the first funding date (e.g., if your Card Account is first funded on January 16<sup>th</sup>, your Monthly Plan Cycle starts on the 16<sup>th</sup> of each month). In the event of multiple Purchase Plan changes during a Monthly Plan Cycle, the Purchase Plan selection in place at the end of the current Monthly Plan Cycle will be the Purchase Plan effective at the start of the next Monthly Plan Cycle. There is no limit on how many times you can change Purchase Plans.

*For information about the Monthly or Annual Plan Fees and how to switch plans, see the section labeled "Fee Schedule".*

**Earning Restrictions:** Qualifying Activity does not include ATM Cash Withdrawals, PIN Purchase Transactions, Over-the-Counter Cash Withdrawals, the portion of any in-store transaction that represents a cash withdrawal at the point of sale, quasi-cash transactions (i.e. purchase of items that convert to or substitute for cash, such as digital wallets, casino chips, travelers checks, lottery tickets, etc.), the use of your Card to purchase gift cards or for funding another card or account, using our online bill pay service to pay bills, fee assessments, pending transactions or transferring funds from this Card to another bank account or credit card account. Miles will be deducted for returns, reversals, cancellations, or disputes on Qualifying Activity made on your Card Account. Such returns, reversals, cancellation or disputes may reduce or eliminate your accrued Miles. It may also cause a negative accrued Miles balance. Please note, Miles accrued will first be applied to any negative accrued Miles balance.

**Additional Earning:** From time to time, you may be offered additional opportunities to earn Additional Award Miles. Any offer to earn Additional Award Miles will be defined by the terms of the promotion presented and will be subject to this Agreement and the MileagePlus Rules.

**Miles Posting Process:** Your Miles are accrued to the penny (e.g., on a qualifying purchase of \$25.74, you will accrue 25.74 Miles). However, only whole Miles are available for reporting to United for posting to your MileagePlus Account. You may view the Miles accrued in connection with your Card Account in your Online Account Center, via your Mobile App or by calling customer service at 1-866-578-4348.

Miles accrued during a calendar month are not available for redemption until they are reported to United and posted to your MileagePlus Account. Following the end of a calendar month, the total number of whole Miles accrued during such calendar month will be automatically reported to United for posting to your MileagePlus Account by the fifth business day following the end of the calendar month. Partial Miles will remain in your Card Account accrued Miles balance (e.g., if your total number of Miles accrued in a month is 574.36, then 574 Miles will be reported and the remaining 0.36 Miles will remain in your Card Account accrued Miles balance and carry over into the next month). If you have a question about your MileagePlus Account, you must contact MileagePlus directly at 1-800-864-8331. Miles may be redeemed by visiting [www.mileageplus.com](http://www.mileageplus.com).

**Accrued Miles Dispute:** If you believe the Miles you have accrued in connection with your Card account, including with respect to any specific transaction, is incorrect, you must contact customer service at 1-866-578-4348 within twelve (12) months of the posting date of the transaction you believe is in error. We will review your claim and determine whether or not to adjust your Miles balance in our sole discretion.

**For information on disputing Card Account transactions you believe to be in error, see the section labeled "Information About Your Right To Dispute Errors."**

#### **BUSINESS DAYS**

Our business days are Monday through Friday, excluding federal holidays, even if we

are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

### **ADDRESS OR NAME CHANGES**

You are responsible for notifying us of any change in your physical address, mailing address, email address, text message address, or your name, no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us via email at [customerservice@netspend.com](mailto:customerservice@netspend.com) or by telephone at **1-866-578-4348**. Requests for address or name changes may be subject to additional verification requirements.

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

### **AUTHORIZED USERS**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card Account. If you permit another person to have access to your Card, Virtual Account, Card Number or PIN, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You must notify us to revoke permission for any person you previously authorized to use your Card, Virtual Account, Card Number, PIN or Account Number. In the event you revoke permission from someone that you have given access to use your Card, Virtual Account, Card Number, PIN, or Account Number, you must notify us immediately so that we may take appropriate action for the protection of your funds; up to and including canceling your Card or closing your Card Account. You are wholly responsible for the use of the Card Account according to the terms and conditions of this Agreement.

### **SECONDARY CARDHOLDER**

You may request an additional Card for a Secondary Cardholder. There is an Additional Card Fee for an additional Card for a Secondary Cardholder. For information about the fee, see the section labeled "*Fee Schedule*." The maximum number of such additional Cards is two (2). You must notify us to revoke permission for any Secondary Cardholder you previously authorized to use the Card. In the event you revoke a Secondary Cardholder's use of their Card, you must notify us immediately so that we may take appropriate action for the protection of your funds; up to and including canceling the Card or closing your Card Account. You remain liable for any and all use of any additional Card(s) you authorize.

### **PERSONAL IDENTIFICATION NUMBER**

You will receive a PIN once you have registered your Card with your personal information. A PIN can be used to obtain cash (see the section labeled "*Cash Access*") or to make purchases at any Point-of-Sale ("**POS**") device that bears the Visa, Plus<sup>®</sup>, or PULSE<sup>®</sup> Acceptance Mark. You should not write or keep your PIN with your Card. Never share your PIN with anyone including a Secondary Cardholder. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately by following the procedures described in the section labeled "*Your Liability for Unauthorized Transfers*."

To register your Card, see the section labeled "*Opening a Card Account*."

### **CASH ACCESS**

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

ATM withdrawals may also be subject to varying daily limits at the ATM owner's discretion. A fee may be associated with the use of your Card to obtain cash. For information about the fee, see the section labeled "*Fee Schedule*."

Note: Miles are not earned on PIN Purchase Transactions or cash withdrawal transactions. See section labeled "*MileagePlus GO Program Terms*" for details.

### **LOADING YOUR CARD ACCOUNT**

You may add funds to your Card Account, called "*value loading*," at any time. The minimum dollar value of any value loads will be subject to the terms established by the individual reload location. The maximum cumulative amount of value loads is described in the "*Limitations on dollar amounts of transfers*" paragraph of the section labeled, "*Using Your Card and Virtual Account/Limitations*." **When we calculate the maximum amounts for value loads, we take into consideration all similar loads made with any other Card Account(s) you may have with us at Netspend or with other issuing banks at Netspend, whether you are a Primary Cardholder or a Secondary Cardholder.** You may value load your Card Account: (a) using in-store

cash value load transactions conducted through any member of the Netspend Reload Network (see below in this section for more information about the network); (b) by arranging to have all or a portion of your paycheck, government benefits payment, tax refund check, or other electronic funds transfer direct deposited to your Card Account using the Automated Clearing House (“ACH”) system (“ACH Deposit”). In order to receive direct deposit value loads you must provide each of your payment providers with Issuer’s routing number and your assigned Account Number (see below for details about routing information); and (c) by arranging for the transfer of funds originating from: (i) a financial institution located in the United States; (ii) another Cardholder; and/or (iii) another Card Account. There may be fees associated with these methods of value loading. For information about the fees, see the section labeled “Fee Schedule.”

Our policy is to make funds loaded to your Card Account available to you within one (1) hour from the time we receive the funds. Funds loaded by ACH or other applicable electronic funds transfer methods will be available on or before the transaction or settlement date. Availability or use of funds loaded to the Card Account may be delayed or denied in the event of technology malfunctions, or pursuant to our compliance with or discharge of legal or regulatory responsibilities, or as otherwise provided in this Agreement.

**IMPORTANT:** If you wish to receive ACH Deposits to this Card Account from, for instance, the employer of another member of your household, or U.S. Department of Treasury payments (including joint tax refunds), you must add a Card to this Card Account in the name of that household member. There is an Additional Card Fee for an additional Card for a Secondary Cardholder. For information about the fee, see the section labeled “Fee Schedule.”

Wire transfers, personal checks, cashiers’ checks, and money orders sent to the Issuer are not acceptable forms of value loading. All wire transfers, checks and money orders sent to the Issuer for Card Account loading will be returned unless your Card Account has a negative balance at the time such wire transfer, check or money order is received, in which case the Issuer may in its discretion choose to apply the wire transfer, check or money order proceeds to the negative balance owed.

A Netspend Reload Network Location Finder service is available by visiting [www.loadnetspend.com](http://www.loadnetspend.com); by enrolling in and using our Anytime Alerts™ short message service (typically referred to as an “SMS” message; standard message and data rates may apply); or by calling **1-866-578-4348**.

#### **USING YOUR CARD AND VIRTUAL ACCOUNT/LIMITATIONS**

**Card Account Access:** Subject to the limitations set forth in this Agreement, you may use your Card to (1) withdraw cash from your Card Account (see section labeled “Cash Access”); (2) load funds to your Card Account (see the section labeled “Loading Your Card Account”); (3) transfer funds between your Card Accounts whenever you request; (4) transfer funds from your Card Account to another Netspend cardholder account (both (3) and (4) may be referred to as an “Account-to-Account Transfer”); (5) purchase or lease goods or services wherever Visa debit cards are accepted; and (6) pay bills directly from your Card Account in the amounts and on the days you request. Some of these services may not be available at all terminals. You may also use your Virtual Account to purchase or lease goods or services or make payments by telephone or online, without presenting your Card (see the section labeled “Virtual Account”). There may be fees associated with some of these transactions. For information about the fees, see the section labeled “Fee Schedule.”

**Limitations on frequency and dollar amounts of transfers:** For security reasons, we may further limit the amount or number of transactions described below you can make with your Card or Virtual Account. We will determine the maximum cumulative amount of your value loads and of your Card Account by aggregating the activity and value of all Card Accounts you may have with us at Netspend or with other issuing banks at Netspend, whether you are a Primary Cardholder or a Secondary Cardholder.

<b>Transfer Type</b>	<b>Maximum Amount</b>	<b>Frequency and Number</b>
ATM Cash Withdrawals	\$325.00	Per transaction; subject to lower limits imposed by ATM owner-operator
	\$940.00	Maximum withdrawals amount per day
Over-the-Counter Cash Withdrawals	\$5,000.00	Per transaction
PIN-based or Signature-based Purchase Transactions	\$5,000.00	Per transaction

Value Loads – POS Locations	\$7,500.00	Per rolling 24-hour period
	\$15,000.00	Per rolling thirty (30) day period
Maximum Card Account Value	\$15,000.00	We will review ACH Deposits that may result in the value of your Card Account exceeding the stated maximum value. If we determine the ACH Deposit is valid, we may permit the value of your Card Account to exceed the stated maximum value.
Account-to-Account Transfer	Varies	For security reasons, there are limits on the number and dollar amount of transfers you can make to other Netspend accounts.

Any transfers made through the use of third-party service providers (including, but not limited to reload networks and bill payment) will be subject to the frequency and dollar value limits established by the provider. To see the service provider's terms of service agreement, please visit your online Account Center.

Each time you use your Card or Virtual Account, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You may not exceed the available amount in your Card Account through an individual transaction or a series of transactions. If any transaction(s) exceeds the balance of the funds available in your Card Account, you shall remain fully liable to us for the amount of the transaction(s) and any applicable transaction fee(s). You agree to pay us promptly for the negative balance. If you have not added sufficient funds to your Card Account to cover the negative balance within sixty (60) days of its creation, **we have the right to cancel your Card Account. Additionally, we have the right to pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us.** In all instances described above, loads to your Card Account may be made via ACH Deposit or any of the other load methods described in this Agreement.

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

If you use your Card at an automated fuel dispenser ("pay at the pump"), the purchase may be preauthorized for a transaction amount determined by the merchant and can range in amounts of up to \$100.00, or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the purchase may be preauthorized for a transaction amount representing the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorized amount will result in the placement of a "hold" on your available funds until the Merchant tells us the final payment amount of your purchase. Once we know the final payment amount, the preauthorized amount on hold will be removed. If the Merchant does not tell us the final payment amount, the preauthorized amount on hold will remain in place for up to thirty (30) days. During a hold period, you will not have access to the preauthorized amount.

If you use your Card Number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself (see the section labeled "Virtual Account" for additional information about how to obtain and use a Virtual Account).

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

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

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

## **Non-Visa Debit Transactions**

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

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

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

## **VIRTUAL ACCOUNT**

To purchase or lease goods or services or make payments by telephone or online, without needing to provide your actual Card Number, you may request up to six (6) active Virtual Accounts. Each Virtual Account consists of a 16-digit account number, a 3-digit security code, and an expiration date.

Each Virtual Account expires one (1) year from the last day of the calendar month during which the Virtual Account was created. For example, if a Virtual Account is created on June 13, 2017, its expiration date is June 30, 2018.

When you use your Virtual Account without presenting your Card, the legal effect will be the same as if you used the Card itself. You must first register your Card with us before you can request a Virtual Account (see the section labeled "*Opening a Card Account*").

## **PREAUTHORIZED DEBITS AND CREDITS**

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

If you have arranged to have ACH Deposits made to your Card Account at least once every sixty (60) days from the same person or company, you can call us at **1-866-578-4348** to find out whether or not the deposit has been made.

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

To stop a recurring payment to a Merchant you have preauthorized to debit your Card Account, you must first contact the Merchant to request the recurring payment be cancelled. If you have arranged for recurring payments to a Merchant using the bill pay services available through our third party service providers, you should first contact the applicable third party service provider to cancel the recurring payment.

If the Merchant or bill payment service provider with whom you have arranged recurring payments from your **Account Number** is unable or unwilling to stop your payment, you can call us at **1-866-578-4348** or write us at: Netspend, P.O. Box 2136, Austin, TX 78768-2136 to request a stop on such payment. We must receive your request at least three (3) business days before the payment is scheduled to be made. Such a stop payment request will cancel a single, *i.e.*, one (1), recurring payment. If you want to permanently stop all recurring payments to a specific Merchant then we 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.

If the Merchant or bill payment service provider with whom you have arranged recurring payments from your **Card Number** is unable or unwilling to stop your payment, you can call us at 1-866-578-4348 or login to your Online Account Center at [www.mileageplusgo.com](http://www.mileageplusgo.com) to request your Card to be cancelled, and to request a replacement Card.

There is a fee associated with each stop payment or replacement Card you request. For information about the fee, see the section labeled "*Fee Schedule*."

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

If the recurring payments you make might vary in amount, the person you are going to pay will tell you the payment date and the amount of the payment ten (10) days before each payment is scheduled to take place. (*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.*)

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

If you order us to stop a preauthorized payment 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.

## **FRAUDULENT OR CRIMINAL CARD ACCOUNT OR VIRTUAL ACCOUNT ACTIVITY**

We reserve the right to block or cancel your Card Account or Virtual Account if, as a result of our policies and processes we detect what we reasonably believe to be fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement; including but not limited to (i) acting in a manner inconsistent with applicable laws; (ii) engaging in any misconduct or wrongdoing in connection with your Card Account or the MileagePlus Program, including but not limited to violating the MileagePlus Rules; (iii) structuring purchases or conducting transactions with your Card to manufacture spend or Qualifying Activity; or (iv) engaging in any fraudulent or inappropriate acts. Any Miles accrued in violation of this Agreement or the MileagePlus Rules may be revoked by us in our sole discretion. **If your Card Account is closed or suspended for any reason, we reserve the right to prohibit you from earning Miles through your Card Account and to cause you to forfeit any accrued Miles that we have not yet reported to United. Miles will not be reinstated if they are forfeited for any reason.** We will incur no liability to you because of the unavailability of the funds that may be associated with your Card Account and/or Virtual Account.

## **RETURNS AND REFUNDS**

If you are entitled to a refund for any reason for goods or services obtained with your Card or Virtual Account, you agree to accept credits to your Card Account for such refunds and agree to the refund policy of that Merchant. If you have a problem with a purchase that you made with your Card or Virtual Account, or if you have a dispute with the Merchant, you must attempt to handle it directly with the Merchant. There may be a delay of up to five (5) days or more from the date the refund transaction occurs until the date the refund amount is credited to your Card Account.

## **CARD REPLACEMENT**

If you need to replace your Card for any reason, please contact us at **1-866-578-4348** to request a replacement Card. 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. There is a fee for replacing your Card. For information about the fee, see the section labeled "*Fee Schedule*."

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

If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, the amount deducted from your funds will be converted by Visa into an amount in the currency of your Card Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is either: (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date (this rate may vary from the rate Visa U.S.A. Inc. itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. This percentage amount is independent of any amount taken by the Issuer in accordance with this Agreement, and,

- A. If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, or conduct a transaction with a Merchant located outside the U.S., Puerto Rico, the U. S. Virgin Islands, Guam, or the Marianas Islands, the Issuer will deduct a 3.5% transaction fee ("**Foreign Transaction Surcharge**") based on the amount of the transaction, in the currency of your Card Account. The Issuer will retain this fee as compensation for its services.

## **RECEIPTS**

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

## **CARD ACCOUNT BALANCE/PERIODIC STATEMENTS**

You are responsible for keeping track of the funds available on your Card Account. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may determine your available balance by accessing your Card Account online at [www.mileageplusgo.com](http://www.mileageplusgo.com); by enrolling in the Anytime Alerts SMS service (standard message and data rates may apply); or by calling **1-866-578-4348**. A sixty (60) day history of account transactions is available at [www.mileageplusgo.com](http://www.mileageplusgo.com). Statements in electronic format will also be made available at [www.mileageplusgo.com](http://www.mileageplusgo.com) for each month in which a transaction occurs. You will not automatically receive paper statements. You have the right to obtain a sixty (60) day written history of account transactions in the form of a statement by calling **1-866-578-4348**, or by writing to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136. **There is a fee for obtaining a Statement (Additional Statement Mailing Fee).** For information about the fee see the section labeled "*Fee Schedule*."

You may check your Card Account accrued miles balance or earning history through the Online Account Center or Mobile App, or by calling Customer Service at **1-866-578-4348**.

## **CONFIDENTIALITY**

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

- 1) Where it is necessary for completing transactions;
- 2) In order to verify the existence and condition of your Card or Virtual Account for a third party, such as a Merchant;
- 3) In order to comply with government agency or court orders, or other legal reporting requirements;
- 4) If you give us your written permission; or
- 5) As otherwise stated in our Privacy Notice.

## **OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS**

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

- 1) If through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction;
- 2) If a Merchant refuses to accept your Card or Virtual Account;
- 3) If an ATM where you are making a cash withdrawal does not have enough cash;
- 4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- 5) If access to your Card Account has been blocked after you reported your Card, Virtual Account 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; or
- 9) Any other exception stated in our Agreement with you.

## **INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS**

In case of errors or questions about your Card Account, telephone us at **1-866-578-4348**, or write to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136, or email us at [customerservice@netspend.com](mailto:customerservice@netspend.com) as soon as you can, if you think an error has occurred in your Card Account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at **1-866-578-4348** or writing to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136.

You will need to tell us:

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

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

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

For errors involving new Card Accounts, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Card Accounts, we may take up to twenty (20) business days to credit your Card Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at **1-866-578-4348** or visit [www.mileageplusgo.com](http://www.mileageplusgo.com).

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

If you believe your Card, Virtual Account or PIN has been lost or stolen, call **1-866-578-4348** or write to: Netspend, P.O. Box 2136, Austin, TX 78768-2136. You should also call the number or write to the address shown here if you believe an electronic fund transfer has been made using the information from your Card, Virtual Account or PIN without your permission.

## **Your Liability for Unauthorized Transfers**

Contact us AT ONCE if you believe your Card, Virtual Account or PIN has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission. Telephoning us at **1-866-578-4348** is the best way to minimize your possible losses. You could lose all the money in your Card Account. If you notify us within two (2) business days after you learn of the loss or theft of your Card, Virtual Account or PIN, you can lose no more than \$50.00 if someone used your Card, Virtual Account or PIN without your permission. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Card, Virtual Account or PIN and we can prove that we could have stopped someone from using your Card, Virtual Account or PIN without your permission if you had promptly notified us, you could lose as much as \$500.00. If your Card or PIN has been lost or stolen, we will deactivate your Card and issue you a new Card to keep losses down.

Also, if you become aware of and/or your electronic history shows transactions that you did not make, including those made by your Card or other means, notify us at once following the procedures stated in the section labeled "*Information About Your Right to Dispute Errors*" appearing above. If you do not tell us within sixty (60) days of the earlier of the date you electronically access your account, if the unauthorized transaction could be viewed in your electronic history, or the date we sent the FIRST written history on which the unauthorized transfer appeared, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

However, under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit card transactions on your Card Account is \$0.00 if you have registered your Card and are not grossly negligent or fraudulent in the handling of your Card. You must notify us immediately of any unauthorized use. This reduced liability does not apply to transactions not processed by Visa.

## **MISCELLANEOUS**

Your Card Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card or Virtual Account is subject to all applicable rules and customs of any clearinghouse or other network or association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the Commonwealth of Kentucky except to the extent governed by federal law.

## **AMENDMENT AND CANCELLATION**

We may (a) amend or change the terms and conditions of this Agreement or (b) cancel or suspend your Card Account or this Agreement at any time without prior notice to you, including but not limited to, the criteria for earning Miles, except as required by applicable law. You may cancel this Agreement by returning the Card (if applicable) to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event your Card Account is cancelled, closed, or terminated for any reason, so long as you used your Card Account in accordance with the terms of this Agreement, you may request the unused funds in your balance to be returned to you via a check to the mailing address we have in our records. There is a fee for this service. For information about the fee, see the section labeled "*Fee Schedule*." **The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00. In the event that your Card Account is cancelled, closed, or terminated for any reason, any accrued Miles that have not been reported to United will be forfeited, and you will no longer be able to earn Miles using your Card Account. Miles will not be reinstated if they are forfeited for any reason.**

**If the MileagePlus Account linked to your Card Account is closed by you or United, or is ineligible to receive Miles for any other reason, including without limitation for violation of the MileagePlus Rules, any accrued Miles that have not been reported to United and posted to your MileagePlus Account will be forfeited, and you will no longer be able to earn Miles using your Card Account. Miles will not be reinstated if they are forfeited for any reason.**

We will comply with unclaimed property laws and appropriately engage in escheatment activities as required by state law.

## **ELECTRONIC COMMUNICATIONS**

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

## **ENGLISH LANGUAGE CONTROLS**

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

## CUSTOMER SERVICE

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

Netspend

P.O. Box 2136

Austin, Texas 78768-2136

**1-866-578-4348**

Customer Service agents are available to answer your calls:

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

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

You may leave a message for Customer Service outside these hours.

To use Miles, or for additional information regarding the MileagePlus Program, please visit [www.mileageplus.com](http://www.mileageplus.com) or contact United at MileagePlus Customer Service at 1-800-864-8331. The most current MileagePlus Rules, as may be modified from time to time by United, may be found at [www.mileageplus.com](http://www.mileageplus.com).

## TELEPHONE MONITORING/RECORDING

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

## NO WARRANTY REGARDING GOODS AND SERVICES

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

## ARBITRATION

**Purpose:** This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

**Definitions:** As used in this Arbitration Provision the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Card Account or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card Account; (ii) the amount of available funds in your Card Account; (iii) advertisements, promotions or oral or written statements related to your Card Account, or goods or services purchased with your Card or Virtual Account; (iv) the benefits and services related to your Card Account; and (v) your enrollment for any Card or Virtual Account. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Issuer, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Card Accounts (including, but not limited to Merchants who accept the Card or Virtual Account, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional Cardholders.

**Initiation of Arbitration Proceeding/Selection of Administrator:** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); or (ii) AAA at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043; website at [www.adr.org](http://www.adr.org).

**Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES**

**OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.**

**Restrictions on Arbitration:** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

**Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to the mailing address we have in our records and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

**Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

**Continuation:** This Arbitration Provision shall survive termination of your Card Account as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

#### **FEE SCHEDULE**

**All fee amounts will be withdrawn from your Card Account, except where prohibited by law. NOTE: Fees assessed to your Card Account balance may bring your Card Account balance negative. Any time your Card Account balance is less than the fee amount being assessed on your Card Account or your Card Account balance is already negative, the assessment of the fee will result in a negative**

balance on your Card Account or increase the negative balance on your Card Account, as applicable. If that occurs, any subsequent deposits or loads into your Card Account will first be applied to the negative balance.

Cost to Open Account/Card Purchase Fee: None.

Two Purchase Plan Options:	Monthly Plan	Annual Plan
Plan Fee*	\$5.95 per month.	\$85.00** per year.
Miles Earning (See "MileagePlus Go Program Terms" section for more information.)	Earn one (1) Mile for each \$2.00 of eligible Qualifying Activity	Earn one (1) Mile for each \$1.00 of eligible Qualifying Activity
Signature Purchase Transaction Fee***	Included in Plan	Included in Plan
PIN Purchase Transaction Fee***	Included in Plan	Included in Plan
Foreign Transaction Surcharge	3.5% of the U.S. Dollar amount of the purchase transaction	3.5% of the U.S. Dollar amount of the purchase transaction

**\* THE INITIAL FEE FOR EITHER PURCHASE PLAN IS ASSESSED ON THE DATE OF THE FIRST FUNDING OF THE CARD ACCOUNT, REGARDLESS OF FUNDING AMOUNT. Fee deducted after first load. If a Purchase Plan is not selected during activation, the Monthly Plan is the default Purchase Plan and you will earn Miles in accordance with the Monthly Plan. You may, after your initial Purchase Plan selection, change your Purchase Plan. Plan changes are effective at the start of the next Monthly Plan Cycle. See the "MileagePlus Go Program Terms" section above for more details. If you are on the Annual Plan and change to the Monthly Plan, your Annual Plan Fee will be prorated over a twelve (12) month period starting from the date the fee was assessed, and any unused paid portion of the Plan Fee will be refunded to your Card Account balance. Applicable refunds will be applied when the Monthly Plan becomes effective as described above.**

\*\*\*If you decide to close your Card Account at any point during the first three (3) calendar months following your first \$85.00 annual Plan Fee assessment, the Plan Fee will be prorated over a twelve (12) month period and any unused paid portion of the Plan Fee will be refunded to you as part of the account closure process. You will always forfeit the portion of the Plan Fee corresponding to the first calendar month your Card Account was active.

\*\*\*During checkout, select "CREDIT" on the keypad to make a Signature Purchase, or select "DEBIT" and enter your PIN to make a PIN Purchase.

<b>Withdraw Cash (See our tip on how to avoid ATM fees below)</b>	
Over-the-Counter Cash Withdrawal Fee at a financial institution (also referred to as the "OTC Withdrawal Fee")	\$2.50 per withdrawal, plus the Foreign Transaction Surcharge, if applicable. A fee may also be assessed by a financial institution that is not a Visa member financial institution.
Over-the-Counter Cash Withdrawal Fee at a Netspend Reload Network location	Fee may be assessed by reload location and may vary from location to location. Service not available in all reload locations.
ATM Cash Withdrawal Fee – Domestic	No fee withdrawals (and no ATM surcharge) at MoneyPass Network ATMs \$2.50 per withdrawal made at any other ATM, plus ATM owner fees, if any.
ATM Cash Withdrawal Fee - International	\$4.95 per withdrawal, plus the Foreign Transaction Surcharge, and ATM owner fees, if any.
Foreign Transaction Surcharge	3.5% of the U.S. Dollar amount of the cash withdrawal

ATM Transaction Decline Fee – Domestic	\$1.00 each
ATM Transaction Decline Fee – International	\$1.00 each
<b>Tip to avoid ATM fees:</b> Select “DEBIT” and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores.	
<b>When you use an ATM not owned by us, you may be charged a fee by the ATM operator, and you may be charged a fee for a balance inquiry fee even if you do not complete a funds transfer.</b>	

<b>Add Money To Your Account:</b>	
Direct Deposit Fee	No fee
Cash Value Load Fee - Netspend Reload Network location	Fee may be assessed by reload location and may vary from location to location.
Funds Transfer Fee	Visit your online Account Center to learn how to transfer funds between your Card and a bank account or third party. You can see a full range of options and applicable fees in your online Account Center. Depending on the transfer service you select, a fee may be assessed to your Card Account or to the transferor. The fee may be determined by a variety of factors set by the service provider, such as speed, amount, or destination. Some of the fees are assessed by third-parties or the originating bank.
Mobile Check Load Fee	Fees are determined and may be assessed by the mobile check load service provider and are not assessed by us.
Account-to-Account Transfer Fee – website	No fee
Account-to-Account Transfer Fee – C S Agent	\$4.95 for each Account-to-Account Transfer conducted through a Customer Service agent, assessed when processed

<b>Check Your Balance:</b>	
Balance Inquiry Fee – Online Account Center	No fee
Balance Inquiry Fee – Email or Text Message	No fee; standard message and data rates may apply
Balance Inquiry Fee – Telephone Automated Service	No fee
Balance Inquiry Fee – Telephone C S Agent	No fee
Balance Inquiry Fee – ATM Domestic	No fee; however, ATM owner fees may apply, if any.
Balance Inquiry Fee – ATM International	No fee; however, ATM owner fees may apply, if any.

**When you use an ATM not owned by us, you may be charged a fee by the ATM operator, and you may be charged a fee for a balance inquiry fee even if you do not complete a funds transfer.**

<b>Manage Your Account:</b>	
Check Request Fee	\$5.95 each; fee is waived for refunds requested within three calendar months of the anniversary of the first funding date.
Additional Statement Mailing Fee	\$5.95 each (per statement request)
Additional Card Fee	\$9.95 each
Replacement Card Fee	\$9.95 for each lost, stolen, or damaged card replaced
Card Delivery Fee – 7-10 Business Days	No fee charged in addition to the Additional Card Fee or Replacement Card Fee
Card Delivery Fee – 3 Business Days	\$20.00, assessed when processed; charged in addition to the Additional Card Fee or Replacement Card Fee
Card Delivery Fee – 1-2 Business Days	\$25.00, assessed when processed; charged in addition to the Additional Card Fee or Replacement Card Fee
Account Maintenance Fee (also referred to as the "Account Inactivity Fee")	No Fee

<b>Make Payments:</b>	
Bill Payment Fee	You can see a full range of options, including ACH Debit/ Preauthorized Payment Transactions, in your online Account Center. Fees for bill payments processed through our third party service providers are determined and assessed by third-party service providers.
ACH Debit/ Preauthorized Payment Transaction Decline Fee	\$1.00 for each such declined transaction.
Stop Payment Fee for ACH Debit/ Preauthorized Payment Transactions	\$10.00 each

<b>Optional Features:</b>	
Custom Card Fee	\$4.95 per custom card.

**This Cardholder Agreement is effective September 18, 2017.**

This Card is issued by Republic Bank & Trust Company; Member FDIC

1-866-578-4348

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