PLAYSTATION® DEBIT CARD
Cardholder Agreement

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FEE SCHEDULE

List of all fees associated with your PlayStation® Debit Card

Details of All Fees		
To Get Started		
Card Purchase Fee	$0	No fee for initial Card request. Replacement Cards are available for the fees described below.
Plan Fee		
Monthly Plan Fee	$0	No fee.

Add Money		
Cash Reload at a Netspend® Reload Network Location	Up to $3.95	Per load. Fee is determined and assessed by operator of Netspend Reload Network location and varies depending on location. This is a third-party fee and is subject to change.
Get Cash		
Over-the-Counter ("OTC") Withdrawal Fee at a Financial Institution	1% of the amount of withdrawal $2.95 minimum, not to exceed $9.95	Per withdrawal. A fee may be assessed by a non Visa-member financial institution.
OTC Withdrawal Fee at a Netspend Reload Network Location	Up to the greater of 2.75% of the withdrawal amount or $4.00	Per withdrawal. Fee may be either a flat fee or a percentage of the withdrawal amount. Fee is determined and assessed by operator of Netspend Reload Network location and varies depending on location and amount of cash withdrawn. This is a third-party fee and is subject to change.
ATM withdrawal Fee (domestic or international)	$2.95	Per withdrawal. You may also be charged a fee by the ATM operator. In the U.S., you can avoid ATM fees if you select "DEBIT" and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores.
Information		
Customer Service (automated or live agent)	$0	No fee for calling customer service (automated or live agent), including for balance inquires.
ATM balance inquiry (domestic or international)	$0.50	Per inquiry. You may also be charged a fee by the ATM operator.
Using Your Card Outside the U.S.		
Foreign Transaction Surcharge	4.0%	Per foreign transaction. Calculated based on the U.S. dollar amount of the purchase transaction or cash withdrawal. Charged in addition to any applicable per purchase, OTC, or ATM withdrawal fee.
Transaction Declines		
ATM Decline Fee (domestic or international)	$1.00	Per declined transaction. You may also be charged a fee by the ATM operator.
Transferring Money		
Money Transfer Service Fee	$3.00 per transaction of $20.00 or more; $1.50 per transaction of under $20.00	Per any outgoing money transfer from your Account initiated through a third-party service such as Venmo, CashApp, PayPal, Western Union or other similar money transfer services. Fee charged in addition to any applicable per purchase transaction fee. The service provider may also charge additional fees.
Bank Transfer Fee - outbound	$1.95	A fee is charged for transferring funds from your Card Account to an external bank account. No fee for inbound transfer. This is a third-party fee and is subject to change.
Debit Card Transfer Fee - Outbound	1.5% of the amount of transfer $2.95 minimum	Per transfer from your Card Account to your debit card at another financial institution. No fee for inbound transfer. This is a third-party fee and is subject to change.
Card Orders		
Replacement Card Fee	$3.00	Per replacement card requested.
Expedited Card Delivery Fee-1-2 Business Days	$25.00	Expedited Card Delivery Fee is charged in addition to Replacement Fees when this service is requested. No fee for standard 7-10 business day delivery.
Other		
Check Request Fee	$15.00	For processing and mailing of a return of funds check at Card Account closure. **Refund checks are not issued for balances of less than $1.00.** If your Card Account balance will be reduced to less than $1.00 after the Check Request Fee is debited, the Check Request Fee will be waived. See "Withdraw Cash" above for alternative options to remove the funds from your Card Account.
Inactivity Fee	$5.95	Per month. Fee applies if there are funds in the Card Account and the Card Account has had no activity (i.e., no purchases; no cash withdrawals; and no-load transactions for ninety (90) days).

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Republic Bank & Trust Company, an FDIC-insured institution. Once there, your funds are insured up to $250,000 by the FDIC in the event Republic Bank & Trust Company fails, if specific deposit insurance requirements are met and your card is registered. See www.fdic.gov/deposit/deposits/prepaid.html for details. FDIC insurance protects against the failure of Republic Bank & Trust Company, not the failure of Netspend. Netspend, a financial technology company, is not a bank and is not FDIC insured.

No Overdraft/Credit Feature

Contact PlayStation Debit Card by calling 1-866-694-4787, by mail at P.O. Box 2136, Austin, TX 78768-2136, or visit playstationdebitcard.com or the Mobile App to learn more about the terms and conditions of your prepaid account.

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

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.

THE FEES ASSOCIATED WITH THE USE OF THIS CARD ACCOUNT ARE LISTED AT THE BEGINNING OF THIS DOCUMENT UNDER THE HEADING "LIST OF ALL FEES ASSOCIATED WITH YOUR "PLAYSTATION DEBIT CARD" HEREINAFTER REFERRED TO IN THIS CARDHOLDER AGREEMENT AS THE "FEE SCHEDULE"). THIS CARD MUST BE SUCCESSFULLY ACTIVATED AND REGISTERED IN ORDER TO BE USED. FOR DETAILS, SEE THE "*OPENING A CARD ACCOUNT (IDENTITY VERIFICATION); REGISTRATION/ ACTIVATION*" TERMS BELOW.

FOR QUESTIONS OR ASSISTANCE, PLEASE CALL THE CUSTOMER SERVICE TELEPHONE NUMBER (1-866-694-4787) PRINTED ON THE BACK OF YOUR CARD.

1. INTRODUCTION

Terms and Conditions/Definitions for the PlayStation Debit Card

This document constitutes the agreement ("**Agreement**") outlining the terms and conditions under which the PlayStation Debit Card and Virtual Account are issued by Republic Bank & Trust Company, Member FDIC (the "**Bank**"). The Bank is an FDIC insured member institution. "**Card Account**" means the records we maintain reflecting 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 PlayStation Debit Card issued to you by Republic. "**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 Bank, our successors, affiliates, or assignees. "**Netspend**" refers to Netspend Corporation, the servicer for the PlayStation Debit Card program and PlayStation Debit Card Virtual Account program, and its successors, affiliates, or assignees. Any request for a Card or Virtual Account will be processed by Netspend, acting on our behalf as a registered agent, at its offices located in Austin, Texas. "**You,**" "**your,**" and "**Cardholder**" refer to the person who submits a request for the Card and is 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. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular. "**Online Account Center**" or "**OAC**" means the website or mobile app through which you may request, register, obtain information regarding, and otherwise manage, your Card Account. Please note: Message and data charges may apply from your wireless service provider when using the OAC.

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

The expiration date of your Card is identified on the Card. 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 our receipt, 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 (Identity Verification); Registration/Activation*"). FDIC insurance protects against the failure of Republic Bank & Trust Company, not the failure of Netspend. Netspend, a financial technology company, is not a bank and is not FDIC insured. You will not receive any interest on your funds in your Card Account. The Card will remain our property 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.

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

You will need to provide personal information in order for us to verify your identity You must Register and activate the Card before it can be used. To be eligible to activate your Card Account, 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. **PlayStation Debit Accounts are limited to one per person.**

Online Registration Required: You will be required to sign up for online access and Register and activate your initial Card via the mobile app or online at www.playstationdebitcard.com. You will be required to provide a valid email address and consent to delivery of electronic communications in order to process the Registration and activation of your Card Account.

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 (e.g., social security number).** We may also ask to see your driver's license or other identifying information. Card activation and identity verification are required before you can use the Card Account. If your identity is partially verified, full use of the Card Account will be 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 the 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 **1-866-694-4787** or by visiting the OAC. You must set a Personal Identification Number ("PIN") to activate your Card (see the section labeled "*Personal Identification Number*"). If you do not Register and activate your Card and your Card Account remains inactive for ninety (90) days after it is first loaded, we will begin to assess the Inactivity Fee listed in the Fee Schedule**.**

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

3 DEDUCTION OF FEES

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

Refund Policy: The Card Purchase Fee is not refundable. Please call Customer Service at **1-866-694-4787** with questions about our refund policy.

4 BUSINESS DAYS

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

5 ADDRESS OR NAME CHANGES

You are responsible for notifying us of any change in your name, physical address, mailing address, email address, phone number, or Anytime Alerts™ address, no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us via email at customerservice@playstationdebitcard.com or by telephone at **1-866-694-4787.** 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.

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.

6 AUTHORIZED USERS

The account may only be owned and titled in the name of one individual. 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.

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.

7 PERSONAL IDENTIFICATION NUMBER

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

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

8 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. *See the Fee Schedule for more information about the fee.*

9 LOADING YOUR CARD ACCOUNT

Upon successful identity verification, you may add additional funds to your Card Account, called *"value loading."* If you purchased your Card at a retail location, your initial value load must be at least $10.00 (amount may vary by retailer). The minimum dollar value of any subsequent value loads will be subject to the terms established by the individual reload location (see (a) in the following paragraph). The maximum cumulative amount of value loads is described in the "*Limitations on frequency and 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 or with Netspend, and regardless of the issuing bank.**

You may value load your Card Account: (a) using in-store cash value load transactions conducted through any member of the Netspend Reload Network (see below in this section for more information about the network); (b) by arranging to have all or a portion of your paycheck, government benefits payment, tax refund 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 ACH Deposit value loads, you must provide each of your payment providers with the Bank's routing number and your assigned Account Number (see below for details about routing information); (c) by arranging for the transfer of funds originating from: (i) a financial institution located in the United States; (ii) another Cardholder; and/or (iii) another Card Account. There may be fees associated with these methods of value loading. *See the Fee Schedule for more information about the fees*.

Our policy is to make in-store value loads 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 your 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. We may reject or suspend any ACH Deposit that is submitted with a name that does not match the name that we have on file for you.

We will not accept any checks, money orders, or cash mailed 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. All checks, money orders, or cash sent to us for Card Account loading will be returned unless your Card Account has a negative balance at the time such check or money order is received, in which case we may in our discretion choose to apply the check or money order proceeds to the negative balance owed.

A Netspend Reload Network Location Finder service is available by visiting loadnetspend.com; by enrolling in and using our Anytime Alerts short message service (*typically referred to as an "SMS" message; standard text message and data rates may apply*); or by calling **1-866-694-4787**.

10 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 the section labeled "*Cash Access*"); (2) load funds to your Card Account (see the section labeled "*Loading Your Card Account*"); (3) transfer funds between your Card Account and an external account; (4) transfer funds from your Card Account to another account serviced by Netspend (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) arrange recurring or one-time transfers using services made available through eligible third-party service providers. Some of these services may not be available at all terminals.

You may also use your Virtual Account 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. *See the Fee Schedule for more information about the fees.*

Limitations on frequency and dollar amounts of transfers: For security reasons, we may suspend your ability to make transactions or further limit the amount or number of transactions described below you can make with your Card, Account Number, 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 accounts you may have with us at Netspend or with other issuing banks at Netspend.

Transfer Type	Maximum Amount	Frequency and Number
ATM Withdrawals	$325.00	Per transaction; subject to lower limits imposed by ATM owner-operator.
	$940.00	Maximum withdrawal amount per day.
Over-the-Counter Cash Withdrawals	$5,000.00	Per transaction.
PIN-based or Signature-based Purchase Transactions	$5,000.00	Per transaction.
Value Loads – POS Locations	$7,500.00	Per rolling twenty-four (24) hour period.
	$15,000.00	Per rolling thirty (30) day period.
Maximum Card Account Value	$15,000.00	We will review ACH Deposits that may result in the value of your Card Account exceeding the stated maximum value. If we determine the ACH Deposit is valid, we may permit the value of your Card Account to exceed the stated maximum value.
Account-to-Account Transfer	$1,500.00	Per day, incoming or outgoing; maximum of four (4) transfers.
	$2,500.00	Per rolling seven (7) day period, incoming or outgoing; maximum of ten (10) transfers.
	$3,500.00	Per rolling thirty (30) day period, incoming or outgoing; maximum of forty (40) transfers.

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 - unless we decide, in our sole discretion, to approve such transaction(s) because you have qualified for Purchase Cushion coverage. If you do not qualify for the Purchase Cushion (defined in more detail below), and any transaction(s) exceeds the balance of the funds available in your Card Account, you shall remain fully liable to us for the amount of the transaction(s) and any applicable transaction fee(s). You agree to pay us promptly for the negative balance. If you have not added sufficient funds to your Card Account to cover the negative balance within sixty (60) days of its creation, **we have the right to cancel your Card Account. Additionally, we have the right to pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us.** In all instances described above, loads to your Card Account may be made via 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 (e.g., an internet service or utility provider), 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 sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed and replaced by the actual amount of your purchase. If 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 to the merchant (such as for a mail order, telephone, or internet purchase), the legal effect will be the same as if you physically presented the Card to the merchant (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 Bank'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 illegal online gambling or any other illegal transaction.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card 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).

If your Card Account has not had any activity for ninety (90) days, we will begin to assess the Inactivity Fee listed in the Fee Schedule.

Non-Visa Debit Transactions

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

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support that 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.

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

12 PURCHASE CUSHION

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

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

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

If you make a transaction that creates a negative balance in your Card Account, you agree that within thirty (30) days of its creation you will add sufficient funds to your Card Account to cover the negative balance so that your Card Account has a zero or positive balance, or that you will otherwise immediately pay such an amount to us in full upon demand. If after thirty (30) days you have not added sufficient funds to cover your negative balance, your Card Account will remain open to receive credits and loads, which will automatically be applied to your negative balance before they are available to you; however, you will not be able to make any transactions using your Card or Virtual Account until your Card Account has a positive balance, i.e., sufficient funds to cover the negative balance. Furthermore, **we have the right to pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us**. In all instances described above, loads to your Card Account may be made via ACH Deposit or any of the other load methods described in this Agreement.

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

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

13 PREAUTHORIZED DEBITS AND CREDITS

Your assigned Account Number and the Bank's 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 **1-866-694-4787** 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 may first contact the merchant to request the recurring payment be canceled. 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 Card Account is unable or unwilling to stop your payment, you can call us at **1-866-694-4787** or write us at: PlayStation Debit Card, 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. If you call, we may also require you to put your request in writing. If your written request is not received within fourteen (14) days after you call, we may honor subsequent payments from the Card Account. 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.

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.

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.

14 FRAUDULENT OR CRIMINAL CARD ACCOUNT OR VIRTUAL ACCOUNT ACTIVITY

We reserve the right to block, suspend, 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. We may temporarily suspend your Card Account or Virtual Account in the event we detect unusual or suspicious account activity. If we exercise this right, we will incur no liability to you because of any resulting unavailability of the funds in your Card Account and/or Virtual Account, or your inability to use your Card.

15 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.

16 CARD REPLACEMENT

Only one (1) Card can be active at a time. If you need to replace your Card for any reason, please contact us at **1-866-694-4787** to request a replacement Card. You will be required to provide personal information that may include your Card Number, full name, transaction history, and similar information to help us verify your identity. There may be a fee for replacing your Card. *See the Fee Schedule for more information about the fee.*

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

A. 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 us in accordance with this Agreement, and,

B. 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, we will deduct a 4.0% transaction fee ("**Foreign Transaction Surcharge**") based on the amount of the transaction, in the currency of your Card Account. We will retain this fee as compensation for our services.

18 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.

19 CARD ACCOUNT BALANCE/PERIODIC STATEMENTS

You are responsible for keeping track of the available balance of your Card Account. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Card Account by enrolling in the Anytime Alerts SMS service *(standard text message and data rates may apply)* or by calling **1-866-694-4787.** This information, along with a twelve (12) month history of Card Account transactions, is also available online at playstationdebitcard.com or through the mobile app.

If you are Registered with us, you also have the right to obtain at least twenty-four (24) months of written history of account transactions by calling **1-866-694-4787**, or by writing us at P.O. Box 2136, Austin, TX 78768-2136. You will not be charged for the written history.

Statements in electronic format will also be made available for no fee in the OAC for each month in which a transaction occurs. You will not automatically receive paper statements.

20 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.

21 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 communications failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
9) If we block, suspend, or close your Card Account as a result of our reasonable suspicion of fraudulent, suspicious, or criminal activity or activity that is inconsistent with this Agreement;
10) If we have requested documents to verify your identity, address, or transaction on your Card Account, and you have not provided all such requested documents; or
11) Any other exception stated in our Agreement with you.

22 INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS

In case of errors or questions about your Card Account, telephone us at **1-866-694-4787**, write to us at PlayStation Debit Card, P.O. Box 2136, Austin, TX 78768-2136, or email us at support@playstationdebitcard.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 **1-866-694-4787** or writing to us at PlayStation Debit Card, 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; and
3) Approximately when the error took place.

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

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

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

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at **1-866-694-4787** or visit playstationdebitcard.com or the mobile app.

Warning Regarding Unverified Prepaid Accounts

It is important to Register your Card Account as soon as possible. Until you Register your Card Account and we verify your identity, we are not required to research or resolve any errors regarding your Card Account. To Register your Card Account, go to playstationdebitcard.com, the mobile app, or call us at 1-866-694-4787. We will ask you for identifying information about yourself (including your full name, address, date of birth, and government-issued identification number) so that we can verify your identity (See the section labeled *"Opening a Card Account (Identity Verification); Registration/Activation")*.

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

23 LOST OR STOLEN CARDS/UNAUTHORIZED TRANSFERS

If you believe your Card, Virtual Account or PIN has been lost or stolen, call **1-866-694-4787**or write to: PlayStation Debit Card, 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 funds transfer has been made using the information from your Card, Virtual Account or PIN without your permission.

If your Card or PIN has been lost or stolen, we will deactivate your Card and issue you a new Card. There is a fee for replacing your Card. *See the Fee Schedule for more information about the fee.*

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 **1-866-694-4787**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.

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 (1) the date you electronically access your account, and if the unauthorized transaction could be viewed in your electronic history, or (2) 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.

Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is $0.00 if you have registered your Card and are not fraudulent or negligent 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.

24 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.

25 SUSPENSION, AMENDMENT, AND CANCELLATION

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

We reserve the right to limit your use of any Card, including limiting your use of any Card at ATMs, your Card Account, and your Virtual Account. We also may cancel or suspend the use of one or more of your Cards, your Card Account, and your Virtual Account with or without cause or notice, other than as required by applicable law.

In the event your Card Account is canceled, closed, or terminated for any reason, so long as you used your Card Account in accordance with the terms of this Agreement, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There is a fee for this service. *See the Fee Schedule for more information about the fee.* **We reserve the right to refuse to return any unused balance amount less than $1.00.**

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

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

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

26 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.playstationdebitcard.com for required disclosures and consent.

27 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.

28 CUSTOMER SERVICE

For Customer Service or additional information regarding your Card Account, please contact us at:

PlayStation Debit Card
P.O. Box 2136
Austin, Texas 78768-2136
1-866-694-4787

Customer Service agents are available to answer your calls:
Monday through Friday, 8 a.m. to 10 p.m. CT
Saturday and Sunday, 8 a.m. to 8 p.m. CT.
The Telephone Automated Service is available 24 hours a day.

29 TELEPHONE CALLS: CALLING, MONITORING, AND RECORDING

From time to time, we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law. You agree that we or our agents may contact you at any telephone number you provide to us, including your cell phone number, for any informational, non-telemarketing purpose related to your Account. You agree to receive these calls via an automatic telephone dialing system; messages, such as prerecorded or artificial voice messages; or text messages sent via an automated texting system. You understand your service provider may charge you for these calls/messages.

30 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.

31 ARBITRATION

EXCEPT AS OTHERWISE PROVIDED BELOW, ALL DISPUTES WILL BE DECIDED BY BINDING & FINAL ARBITRATION. THIS AGREEMENT ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. THIS AGREEMENT IS EFFECTIVE AS WHEN YOU OPENED YOUR CARD ACCOUNT OR WHEN IT IS PROVIDED TO YOU, WHICHEVER OCCURS FIRST.

APPLICABILITY OF THIS ARBITRATION AGREEMENT: You and we agree that any dispute or controversy between you and us, regardless of when it arose, (each, a "Claim") shall be resolved by binding and final arbitration, except that you and we may assert claims in small claims court in the county or municipality where you reside, so long as the Claim is individual and brought only in a small claims court with jurisdiction to hear the Claim. If a Claim is filed in small claims court and then appealed or transferred from small claims court (or its equivalent) to another court, it shall be subject to arbitration at the written election of either you or us within 30 days of written notification of appeal or transfer. You or we may also demand arbitration if the small claims court (or equivalent) case attempts to include any class or representative claims regardless of the amount in dispute in any single Claim.

JURY TRIAL WAIVER: YOU AND WE HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL OR STATUTORY RIGHT TO SUE IN COURT AND TO HAVE A

TRIAL IN FRONT OF A JUDGE OR JURY, EXCEPT FOR CLAIMS PROPERLY BROUGHT IN SMALL CLAIMS COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED.

CLASS ACTION WAIVER: YOU AND WE AGREE, EXCEPT AS PROVIDED IN THE "BATCH ARBITRATION" SECTION OF THIS ARBITRATION AGREEMENT, THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER *ONLY* IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT ON A CLASS, REPRESENTATIVE OR COLLECTIVE BASIS.

Definitions: As used in the Arbitration Agreement, the terms "we" and "us" shall for all purposes mean Republic Bank & Trust Company and Netspend Corporation, and our respective wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of our 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, or Digital Card, 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 Agreement, the terms "you" or "yours" shall mean all persons or entities approved by you or us to have and/or use a Card or any other service under any Card Account, including but not limited to, all persons or entities contractually obligated under any of the Agreements.

Pre-Arbitration Dispute Resolution. Before instituting a small claims lawsuit or arbitration of a Claim, you and we agree to give the other party written notice reasonably describing the factual basis for the Claim and the amount of damages and any other relief sought (the "Notice"). Any Notice from you must be mailed to us at P.O. Box 2136 Austin, TX 78768-2136 (or such other address as we shall subsequently provide to you) or may be emailed to: cscorrespondence@netspend.com ("Our Address"). The Notice should include the account number, and the email address and phone number at which the complaining party (or their attorney) may be contacted. We will mail any Notice to the address we have for you or send an email to the email address we have for you ("Your Address"). After a Notice is sent, the parties shall give each other a reasonable opportunity of no less than the next 30 business days ("Notice Period") to attempt to resolve the Claim on an informal basis. You and we agree that no small claims lawsuit or arbitration may be filed prior to the end of the Notice Period.

During the Notice Period, the parties agree that they will meet telephonically or via video conference to attempt resolve the Claim in good faith before a small claims lawsuit or arbitration will be filed (the "Dispute Conference"). The Dispute Conference shall be individualized such that multiple individuals initiating a Claim cannot participate in the same Dispute Conference, unless all parties agree. Participating in good faith in the Dispute Conference is a requirement that must be completed before filing a small claims lawsuit or arbitration demand. The statute of limitations and any filing fee deadlines shall be tolled until the parties complete the Dispute Conference required by this section.

Initiation of Arbitration Proceeding: If the Claim is not resolved informally during the Notice Period, you and we agree that any Claim shall be decided, upon the election by you or us, by arbitration pursuant to this Arbitration Agreement to be conducted by the American Arbitration Association ("**AAA**") before a single arbitrator pursuant to the AAA's Consumer Arbitration Rules ("**Rules**"), then effect, unless otherwise required by law. For a copy of the Rules or to file a Claim, you may contact the AAA at 1-800-778-7879, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043; website at www.adr.org/consumer. Your responsibility to pay any AAA fees shall be determined by the AAA in accordance with the Rules.

Location of Arbitration/Exchange of Information/Confidentiality of Documents and Materials. Unless you and we agree otherwise, or the Batch Arbitration process below is applicable, the arbitration will be conducted in the county where you reside. Subject to the Rules, the arbitrator may order a limited and reasonable exchange of information between the parties. You and we agree that all materials and documents marked confidential by the producing party shall be kept confidential by the receiving party and used only for purposes of the arbitration, unless otherwise ordered by the arbitrator.

Arbitrator's Appointment. In accordance with the Rules, the AAA will appoint an arbitrator, who will be either a retired judge or attorney who has been licensed in the state of your residence for 10+ years. If the Batch Arbitration Provision below applies, the AAA will appoint an arbitrator for each batch.

The Federal Arbitration Act: This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "**FAA**") shall govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceeding hereunder.

Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Claim, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following, **which may only be decided by a court of competent jurisdiction and not by an arbitrator**: (1) all Claims relating to the Class Action Waiver, including that it is unenforceable or has been breached, and (2) all Claims about whether either party has provided a Notice or participated in good faith in the Dispute Conference prior to initiating arbitration or a small claims case.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party bringing such Claim and only to the extent necessary to provide relief warranted by that party's individual claim. Should you or we prevail on a Claim in arbitration for which public injunctive relief is sought, the entitlement to and scope of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. Any litigation seeking public injunctive relief shall be stayed pending the outcome on the merits of any individual Claim or batch of Claims (pursuant to the Batch Arbitration Provision) in arbitration. Prior to issuing any injunctive relief, a court of competent jurisdiction shall independently review the factual findings of the arbitration award, giving no deference to the findings of the arbitrator.

Except as otherwise expressly provided in this Arbitration Agreement, the arbitrator shall have the authority to award all remedies under applicable law, including, for example, compensatory, statutory and punitive damages (under the same standards that would apply in court), and attorneys' fees and costs. The arbitrator shall apply applicable substantive law consistent with the FAA and shall honor claims of privilege recognized at law. The parties further agree that the arbitrator shall apply all applicable statutes of limitation in any arbitration in the same manner those statutes of limitation would apply in an applicable court of competent jurisdiction.

The arbitrator shall have the authority to grant motions dispositive of all or part of any Claim. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. Except as expressly provided in this Arbitration Agreement, the award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

Batch Arbitrations. You and we agree that in the event that there are twenty-five or more individual arbitration demands of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period, AAA shall apply its Mass Arbitration Supplementary Rules, as may be amended from time to time.

In the event there are one hundred or more individual arbitration demands of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period, AAA shall (1) administer the arbitration demands in batches of 100 cases per batch (plus, a final batch for any remaining cases); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration"). Each batch shall proceed concurrently.

All parties agree that arbitration demands are of a "substantially similar nature" if they arise out of or relate to similar factual scenarios, raise similar legal issues and seek similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the parties shall advise AAA, and the AAA shall appoint a separate arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). We will pay the Administrative Arbitrator's fees. You and we agree to cooperate in good faith with the AAA to implement the Batch Arbitration process, as well as any steps to minimize the duration and costs of arbitration. This Batch Arbitration Provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this Batch Arbitration Provision.

Attorneys' Fees and Costs. Should any arbitrator find that the substance of any Claim or the relief sought in any Demand for Arbitration was frivolous, not pursued in good faith, or was brought for an improper purpose (in accordance with Federal Rule of Civil Procedure 11(b) or any similar analogue under controlling law), then the arbitrator has the discretion to require party who brought the Claim to pay some or all of the AAA fees and costs, the opposing party's attorneys' fees, or other costs in arbitration, unless such an award would invalidate this Arbitration Agreement. If a party files a Claim in court (not small claims) and refuses to abide by this Arbitration Agreement, the other party shall have the right to collect from the filing party its reasonable attorneys' fees and costs incurred in obtaining a court order compelling the Claim to arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including serving the Notice and participating in the Dispute Conference, is entitled to recover their reasonable attorneys' fees and costs incurred in connection with such action.

Limited Appeal Right. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, if the amount of any award exceeds $100,000, inclusive of costs and attorneys' fees, or involves a request for injunctive or declaratory relief that could involve a cost or benefit to any party exceeding $100,000, any party can appeal that award to a three-arbitrator panel administered by the AAA, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have 30 days from the date of entry of the written arbitration award to notify the AAA that it is exercising the right of appeal. The appeal shall be filed with the AAA, with a copy to the other party. The AAA will appoint a three-arbitrator panel which will conduct an arbitration pursuant to the Rules and issue a decision within 120 days of the date of the appeal. The decision of the panel shall be by majority vote and shall be final and binding. Any reference in this Arbitration Agreement to the "arbitrator" shall mean the panel if an award has been appealed under the section.

Right to Opt Out. You have the right to opt out of this Arbitration Agreement by sending written notice of your decision to opt out ("Opt Out Notice") to ARBoptout@netspend.com OR P.O. Box 2136, Austin, TX 78768-2136, within 30 days after first becoming subject to this Arbitration Agreement. You must include your name, mailing address, any email address that is associated with your Card Account, and a statement that you want to opt out of this Arbitration Agreement. If you mail your Opt Out Notice, please use Certified Mail, Return Receipt Requested. If there is a dispute about whether you timely opted out, you will need to produce your receipt or your original email. If you opt out of this Arbitration Agreement, all other parts of this Cardholder Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may already have.

Modification. Notwithstanding any provision in the Cardholder Agreement to the contrary, we agree that we will notify you in writing if we make any material change to this Arbitration Agreement ("Change Notification"). Unless you opt out of such change within 30 days of the Change Notification by writing to us at the address set forth in the "Right to Opt Out" section of this Arbitration Agreement, your continued use of your Card or your Card Account, following the effective date of any such changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of the Cardholder Agreement and did not timely opt out of it. If you reject any change to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate any Claims you may have against us, the provisions of the Arbitration Agreement as of the date you first accepted the Arbitration Agreement (or accepted any subsequent changes to the Arbitration Agreement) remain in full force and effect. We will continue to honor any valid and timely opt outs of the Arbitration Agreement.

Invalidity. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions, and any prior arbitration agreements you and we may have, shall remain in force except that if the waiver of the right to proceed as a class or in a representative capacity is declared unenforceable in a proceeding between you and us, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Agreement (except for this one sentence) shall be null and void in such proceeding.

Where applicable, if you and your Card Account are covered by the Military Lending Act, then you are not bound by this Arbitration Agreement, and to the extent required by the Military Lending Act, nothing in this Agreement will be deemed a waiver of the right to legal recourse under any otherwise applicable provision of state or federal law. If you would like more information about whether you and your Card Account are covered by the Military Lending Act, please contact us.

Continuation: This Arbitration Agreement 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.

This Cardholder Agreement is effective March 15, 2026.

This Card is issued by Republic Bank & Trust Company, Member FDIC
1-866-694-4787
playstationdebitcard.com