



End User License Agreement

Effective: May 1, 2026

Introduction and Overview

This End User License Agreement (“**EULA**”) is provided Netspend Corporation, and its subsidiaries, affiliates, and related companies (“**Netspend**”, “**we**”, or “**us**”).

Thank you for choosing Netspend. We provide a platform (“**Platform**”) offering bank-issued debit and credit accounts, and insurance products underwritten by independent licensed carriers. The Platform consists of online account centers (“**OACS**”), Mobile Applications (“**Apps**”), Websites (“**Sites**”), applicable software (“**Software**”), associated products which are processed and managed by Netspend (“**Products**”), and related proprietary and third party features and functionalities (“**Features**”) (collectively referred to as “**Services**”).

PLEASE READ THIS EULA CAREFULLY. THIS EULA DESCRIBES YOUR RIGHTS AND RESPONSIBILITIES AS A NETSPEND CUSTOMER WHEN USING OR ACCESSING OUR PLATFORM AND SERVICES.

IMPORTANT – THIS AGREEMENT CONTAINS (1) AN ARBITRATION PROVISION AND (2) A WAIVER OF RIGHTS TO BRING A CLASS ACTION (SEE SECTION BELOW LABELED “RESOLUTION OF DISPUTES BY BINDING ARBITRATION”). BY ACCESSING OR USING OUR PLATFORM OR SERVICES, YOU AFFIRM THAT YOU AGREE TO THESE PROVISIONS.

You understand that by using the Platform, you are providing written instructions in accordance with applicable law to permit us to obtain and periodically refresh information about you from third parties for marketing, eligibility, and other purposes as described in the [Netspend Privacy Notice](#) (“**Privacy Notice**”). You understand that your instructions authorize us to obtain such information now and periodically in the future for as long as you have a registered Netspend-serviced account (“**Account**”). We will stop refreshing your information when you cancel your Account through your Account settings.

1. **Agreement.** By accessing or using the Platform, you acknowledge that you are at least 18 years of age (or the applicable age of majority and contractual capacity), and that you have read and agree to this EULA; the Privacy Notice; any additional provisions and conditions provided separately to you for your use of the Services, which may include terms and conditions from third parties (which we refer to as “**Applicable Terms**”); and all applicable laws, rules and regulations governing your use of the Services. You further agree that you are not based in a territory that is subject to a government embargo or comprehensive sanctions (e.g., Russia), or are not otherwise prohibited from using the Platform under the laws and regulations of the United States, or any other applicable jurisdiction; and you are not included in lists maintained by the United States or other applicable jurisdictions prohibiting transactions with and the

export of US products to certain entities, people, and jurisdictions. If you do not agree with any of the aforementioned, you should not use or access the Platform.

2. **Your Personal Information:** *We want to be transparent about how we use personal information and about your rights in the Netspend Privacy Notice.* You agree that Netspend may use and maintain your personal information according to the Privacy Notice and Applicable Terms as may be modified from time to time.

To the extent we allow you to input personal information (as the term is defined under applicable law) about other individuals other than yourself, you represent and warrant that you have complied with all applicable laws and received the proper authority or consent to allow us to collect and process such information to operate our business, in accordance with the Privacy Notice and Applicable Terms. You further agree that any sharing of your personal information with us is contemplated as part of the Platform. You agree such sharing does not constitute a “sale” of information as defined under applicable law.

3. **Modification, Suspension and Discontinuation.** We may amend or otherwise modify this EULA from time to time, as indicated by the “Effective Date” and/or any subsequent “Last Modified” date at the end of this document. We may notify you of such modifications by posting through the Platform or by other means. It is important that you review this EULA whenever we modify it because your continued use of the Platform indicates your agreement to the modifications. In some cases, you may need to accept changes to this Agreement to continue using the Platform. If you do not agree to the changes, you may stop using the Platform. Similarly, we may update the Platform, including with tools, utilities, improvements or third party applications. You agree to receive these updates. We may further modify, suspend or discontinue the Platform at any time. You agree that we will not be liable to you or any third party for any modification, suspensions, or discontinuance of the Platform, in whole or part.
4. **Ownership and Use.** Netspend is the owner of the Platform and retains all right, title, and interest in thereto, including all right, title, and interest in and to all works of authorship, expression, moral rights, trademarks, trade names, trade dress, patent rights, inventions, processes, ideas, methods, compositions, technologies, products, processes, and other intellectual property rights and proprietary information embodied by or contained in the Platform. The Platform is licensed, not sold, to you. Any rights to the Platform not expressly granted herein are reserved by us. We grant you a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to use the Platform for lawful personal and non-commercial purposes only. You should not, and such license does not authorize you to, download or use the Platform on a device that you do not own or control, or on which you are not authorized to install or run the Platform. You may not rent, lease, lend, sell, or redistribute the Platform. If this Platform is provided to you through the Apple Inc. (“Apple”) iOS App Store (“Apple App Store”), you agree that your use is also limited to that which is permitted by the Usage Rules set forth in the “Apple App Store Terms of Service”. Except as expressly permitted by this license, the Google Play Store or Apple App Store rules (as applicable), or any licensing terms governing the use of any open source code used in the Platform, (or where the foregoing restriction is prohibited by law), you may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Platform, any updates, or any part thereof. Any

attempt to do so is a violation of our rights and the rights of our licensors, and any breach of this restriction may subject you to prosecution and damages. These license terms will govern any Netspend-provided updates to the Platform, unless such update is accompanied by a separate license in which case the terms of that license will govern. The license granted hereunder is effective until terminated by you or us. Your rights granted hereunder will terminate automatically without notice from us if you fail to comply with any term(s) of the EULA. Upon termination of the license, you must cease all use of the Services, and destroy all copies, full or partial, of the Apps.

5. **Desktop and Mobile App Use.** Desktop and Mobile versions of our Platform may be available for download but you must follow applicable third party terms when using them. The Platform may be available through one or more apps for a compatible desktop computer or mobile device. You agree that you are solely responsible for any applicable changes, updates and fees as well as complying with the provisions of your agreement with your telecommunications provider and any third party mobile app marketplace.
6. **Account.** You may need to sign up for an Account to use the Platform. We may need to verify your identity and you authorize us to collect information (e.g., date of birth, address) from you to do so (collectively, with all information requested to enable your account, "**Account Information**"). You will provide accurate, up-to-date Account Information, and we disclaim any liability arising from your failure to do so. Such failure may further limit your ability to use the Platform and affect the Platform's accuracy and effectiveness. You are responsible for securely managing your Account Information, including any access password(s). You will notify us immediately if you believe that your Account Information or device you use to access the Platform has been lost or stolen or that someone is using your Account without your permission.
7. **Passwords.** We may require you to establish a password or passcode to access the Platform. You agree not to disclose or otherwise provide your password to another person or to any third party. You agree that you are responsible for any action taken by another person for whom you have provided access to the Platform, regardless of whether such action was authorized by you. Please notify us immediately if your password has been compromised.
8. **Text Messages.** By providing us with your phone number, you agree to receive non-marketing auto-dialed and pre-recorded messages by phone or text to the number you provided.
9. **Push Notifications.** Push Notification are made available through the Apps made available by us, your issuing bank through which you may access and manage your Account. Push notifications may appear on your device and be visible even if the screen is locked and before you open the Mobile App. Android Users: Android users are automatically enrolled in push notifications upon downloading and logging into your account through the Mobile App. Push Notifications may be delivered whether or not you are logged into our Mobile App and will automatically be sent to all devices where you have logged into your account on the Mobile App. If you wish to no longer receive push notifications to the device, you must opt out of the service through the Mobile App or through the settings in your mobile device. Apple iOS Users: You may receive push notifications by enabling the Service through the Mobile App. We may prompt you to enroll in push notifications when you log into the app, if you do not wish to enroll in push notifications you may decline the service by selecting the appropriate button. Push notifications may be

delivered whether or not you are logged into our Mobile App and will automatically be sent to all devices where you enable push notifications. You must enable push notifications on each device in which you wish to receive Anytime Alerts. If you wish to no longer receive push notifications, you must opt out of the service through the Mobile App or through the settings in your mobile device.

10. **Beta Features.** We may include new and/or updated pre-release and trial Features (“**Beta Features**”) but they are provided as-is. Your use of such Beta Features is subject to any additional rules or restrictions that we may place on their use.
11. **Third Party Features.** The Platform may provide you access and use of services, products, promotions, functionality, or features offered by third parties (“**Third Party Features**”). Your access to and use of Third Party Features are governed by their respective terms and conditions, and any information you provide to any third party will be subject to their privacy policy. You may be required to agree to additional terms and conditions in order to access and use such Third Party Features. We do not warrant and are not responsible for Third Party Features or claims made about them, or the actions or inactions of any third party. You must review and comply with any related additional terms. We may be compensated by those third parties, which could impact whether, how and where the Third Party Features are displayed.
12. **Professional Service or Advice.** Unless specifically disclosed, we are not in the business of providing legal, financial, accounting, tax, health care, or other professional service or advice, and you should consult with professionals for advice prior to making important decisions in these areas.
13. **Location Data Disclaimer.** Mapping or location data provided by the Services or any Third Party Feature is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither we, nor any of our content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data displayed by any Service.
14. **Consent to Technical Data and Use.** You agree that we may collect and use technical information about your device, system, apps and software, peripherals, and other related information in a de-identified form (i.e., in a way that does not identify you personally) (“**Technical Data**”). Technical Data will be treated as non-confidential and nonproprietary. All Technical Data collected by us shall become our property and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, we are free to use, without compensation to you, any ideas, concepts, know-how, or techniques contained in any Technical Data collected by us or otherwise provided to us for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such Technical Data and improving the Services.
15. **Intellectual Property Rights.** You acknowledge and agree that the Services, inclusive of Third Party Features, may contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use the Services, inclusive of Third Party Features, in any way whatsoever except as

permitted by their respective owners. The trademarks, logos and service marks (“**Marks**”) displayed in the Services are the property of Netspend, its trademark licensors or other parties (and used with permission). You are prohibited from using any Marks for any purpose including, but not limited to, use as metatags on other pages or sites on the World Wide Web without our written permission or from such third party which may own the Marks. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that we are not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Services.

16. **Prohibited Uses.** We expect you to obey the law and follow certain rules in using the Platform. We do not condone or support any activity that is illegal, violates the rights of others, harms or damages our reputation, or could cause us to be liable to a third party. At minimum, you may not use the Platform to:

- Violate any law, regulation, executive order or ordinance, including through actions that give rise to criminal, civil, administrative or regulatory liability and/or fines;
- Transmit any virus, trojan horse, or other disruptive or harmful software or data;
- Send any unsolicited or unauthorized advertising, such as spam;
- Impersonate or misrepresent your affiliation with us;
- Reproduce, modify, resell, license, or provide free or unauthorized access to the Platform or make the Platform available on any file-sharing, virtual desktop or application hosting service;
- Attempt to reverse engineer, decompile or disassemble in any way any of the Platform;
- Engage in unauthorized access, monitoring, interference with, or use of the Platform or third party Accounts, information (including personal information), computers, systems or networks, including scraping or downloading content that doesn’t belong to you;
- Use the Platform for general archiving or back-up purposes; or
- Encourage or enable any other individual to do any of the above or otherwise violate this Agreement.

We take copyright seriously. We respect the copyrights of others and expect you to do the same. If you repeatedly infringe the copyrights of others, we may terminate your account.

We may terminate your use of the Platform based on our reasonable suspicion that your activities, business or products are objectionable or promote, support or engage in any of the prohibited uses described above.

We may (but have no obligation to) monitor the use of the Platform or Content and may edit or remove any Content. We may disclose any information necessary to satisfy our legal obligations, protect us or our customers, or operate the Platform properly.

17. **No Warranty.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PLATFORM IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM IS PROVIDED "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND. WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PLATFORM, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, OF TITLE, OF COMPLETENESS, OF POSSIBILITY OF USE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PLATFORM, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED BY OR PROVIDED THROUGH WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE PLATFORM PROVE DEFECTIVE, EXCEPT AS PROVIDED BY APPLE BELOW, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion may not apply to you. If you obtained the Mobile App through the Apple App Store, then, in the event of any failure of the Mobile App to conform to any applicable warranty provided above, you may notify Apple and Apple will refund the purchase price for the Mobile App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Mobile App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility. ACCESS AND USE OF THE PLATFORM OCCURS ACROSS THE NETWORKS OF A NUMBER OF WIRELESS SERVICE PROVIDERS. WE DO NOT OPERATE THESE NETWORKS AND HAS NO CONTROL OVER THE OPERATIONS OF THE WIRELESS SERVICE PROVIDERS. WE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES BEYOND OUR CONTROL THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE TRANSMISSION, COMMUNICATION, POST, OR TRANSACTION OR OTHERWISE INTERFERE WITH THE INTEGRITY THEREOF, INCLUDING, WITHOUT LIMITATION, UNAVAILABILITY OF WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. WE DISCLAIM ANY RESPONSIBILITY FOR ANY WIRELESS SERVICE USED TO ACCESS THE PLATFORM. WE DO NOT CHARGE FOR USE OR ACCESS OF THE PLATFORM. HOWEVER, (I) WE, THE BANK, OR OTHER THIRD PARTIES MAY IMPOSE FEES OR CHARGES IN CONNECTION WITH CERTAIN FEATURES AVAILABLE OR ACCESSED THROUGH THE SERVICES, AND (II) YOUR WIRELESS SERVICE PROVIDER (INCLUDING WITHOUT LIMITATION ANY ROAMING WIRELESS SERVICE PROVIDER AND ANY WIFI HOT SPOTS) MAY LEVY FEES OR CHARGES FOR TRANSMISSION OR RECEIPT OF MESSAGES AND OTHER COMMUNICATIONS PERFORMED USING YOUR EQUIPMENT ON THE WIRELESS SERVICE PROVIDER NETWORK, AND, IN EACH CASE, YOU ARE SOLELY RESPONSIBLE FOR SUCH FEES OR CHARGES.

18. **Indemnification.** You will indemnify and hold us, our licensors, sponsors, agencies and each's parents, subsidiaries, affiliates, officers, employees and suppliers harmless from any claims, damages, liabilities, expenses, and costs arising from your use of the Platform for any purpose, including any and all claims arising out of or related to your breach of the EULA, the terms and agreement of any Third Party Feature, or unauthorized access or use of the Platform or Services.
19. **Limitations of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, WE AND OUR DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES AND REPRESENTATIVES ACCEPT NO RESPONSIBILITY OR LIABILITY WHATSOEVER ARISING FROM OR IN ANY WAY CONNECTED WITH THE USE OF THE PLATFORM OR SERVICES. WE SHALL NOT BE LIABLE TO YOU FOR ANY ERRORS OR OMISSIONS IN THE PLATFORM OR SERVICES, OR FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS AND LOST DATA, ARISING FROM OR RELATED TO THIS EULA, THE PLATFORM OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN PARTICULAR, WE WILL NOT BE LIABLE FOR THE ACCURACY, COMPLETENESS, ADEQUACY, TIMELINESS, OR COMPREHENSIVENESS OF THE PLATFORM OR SERVICES. OUR TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS EULA, THE PLATFORM, OR THE SERVICES IS LIMITED TO FIFTY DOLLARS (\$50). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. Certain jurisdictions do not permit the limitation or exclusion of incidental damages, so this limitation may not apply to you. We also assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your mobile device or other property on account of your access to or use of the Platform or Services.
20. **Governing Law.** The EULA and your use of the Platform or Services are governed by, construed and enforced in accordance with the laws of the State of Texas, USA and applicable federal law without regard to conflicts of laws principles. If for any reason a matter is not arbitrated as provided in this EULA, then any cause of action brought to enforce the EULA, or in connection with any matters related to the Platform or Services shall be brought only in the applicable State or Federal Courts located in Texas, and you expressly consent to the personal jurisdiction and venue of said courts. Your use of the Platform or Services may also be subject to other local, state, national, or international laws.
21. **Resolution of Disputes by Binding Arbitration.** This section sets forth the circumstances and procedures under which Claims (as defined below) shall be arbitrated instead of litigated in court (the "**Arbitration Provision**").

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 Platform or Services or this EULA, as well as any related or prior agreement that you may have had with us or the relationships resulting from these Terms, including the validity, enforceability, or scope of this Arbitration Provision or the Terms. "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) the Platform; (ii) Services; (iii) advertisements, promotions, or oral or

written statements related to the Platform or Services; or (iv) the benefits related to the Platform or Services.

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. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 620 Eighth Avenue, Suite 34 Floor, New York, NY 10018; website at www.jamsadr.com; or (ii) AAA at 120 Broadway, 21st Floor, New York, NY 10271; website at 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 basis involving Claims brought in a purported representative capacity on behalf of the general public, other accountholders 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 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 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, 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.

Continuation. This Arbitration Provision shall survive termination of your access to or use of the Platform or Service 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, these Terms or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

22. **Customer Service.** For questions regarding the Platform or Services, please call us at 1-866-387-7363 or email us at customerservice@netspend.com. For all customer service questions related to your Account, please call the number on the back of your card. For questions or assistance related to any other Third Party Features accessible through the Service, please contact the provider of the relevant Third Party Feature.