

Pathward Connect Portal Terms of Use

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The Pathward Connect portal and its related website and content (including related domains and mobile sites, the "Site") and the services provided using the Site ("Services") are owned and operated by Pathward, National Association ("we," "us," or "Pathward"). These terms and conditions of use ("Terms") constitute a legal contract between you and Pathward and govern your use of the Site and the Services.

YOU MAY NOT USE THIS SITE OR THE SERVICES IF YOU DO NOT AGREE TO THESE TERMS. PLEASE REVIEW THEM CAREFULLY.

1. Acceptance of Terms

Engaging in any of the following actions will constitute your acknowledgement that you have read and understand these Terms and that you agree to be bound by them:

- (i) clicking an "Accept" or similar button or checking a box captioned with acceptance language;
- (ii) using or accessing the Site or the Services; or
- (iii) signing up for an account on the Site.

If you are using the Site on behalf of a company or other legal entity, the term "you" shall refer to such entity, and the individual accepting these Terms on behalf of such entity represents that he or she has authority to bind the entity to these Terms.

2. The Site and Services

Subject to your adherence to these Terms, Pathward grants you a limited, personal, revocable, non-exclusive, non-transferable license to access the Site and to use the Services provided through the Site or your account in accordance with any documentation or specific terms applicable to such Services. If you have not been provided an account, your use of the Site will be restricted to the publicly accessible portions of the Site. Use of the Site may be limited to devices having certain minimum hardware and/or software capabilities, and these requirements are subject to change at our discretion.

3. User Accounts

When you sign up for an account, Pathward will provide you with credentials or keys (such as a user name and password) to access the non-public portions of the Site. You agree not to give these credentials or keys to anyone else or allow anyone else to use or access the private portions of the Site or other protected content. When registering for your account, you must provide true, accurate, current, and complete information about yourself, and you must continue maintain and update the information you have provided so that it remains true, accurate, current, and complete for as long as you continue to use the Site and the Services.

4. Account Communications This Site may be used for secure communications between you and Pathward, including but not limited to:

- (i) account statements or other information regarding your account;
- (ii) legal and regulatory disclosures; and

(iii) notices regarding the Site, the Services, or our policies (including regarding changes to such policies or these Terms)

In addition, we may provide tools on the Site for you to send communications to us regarding your account, or to digitally sign statements, agreements, and other documents made available to you via the Site. When a communication is available for you to access, we may notify you by sending you an email at the email address we have on file for you.

You agree to receive and/or obtain any and all communications from Pathward through the site in electronic form. These communications include, but are not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require Pathward provide to you, as well as such other documents, statements, data, records and any communications regarding your Pathward account(s). You accept these electronic communications provided by Pathward as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, and agree that electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form you may keep.

To access and retain your electronic communications, you will need a device capable of connecting to the internet with a browser compatible with the Site. You may also need Adobe Acrobat or similar software. If you are on a mobile device, such as a tablet or smartphone, you must be able to print and save the transmitted communications. You can find apps that support printing and saving for most mobile devices. You acknowledge that you can access the electronic communications in the designated formats described herein.

You also confirm that the devices you use to access the Site provide the ability to save or print all such communications as you deem necessary for your future reference, and to sign and execute documents provided to you through the Site. This consent will remain valid as long as you hold an account with us, until and unless you notify us in writing that you no longer wish to receive or send communications in electronic format. You may send such notice to us at helpdesk@Pathward.com. Please include your name, mailing address, and telephone number in your notice. The consequences of withdrawing your consent for electronic access of your communications will be that the Services and other transactions may take longer to process.

Even if you have not revoked your consent for electronic communications, you may at any time request a paper copy of any communication or document made available electronically. You may make such requests by phone 248-651-4100 or email helpdesk@Pathward.com for a period of 6 months after such communication or document is made available to you electronically.

5. Site Contents

(a) Ownership. The Site and its content contain valuable intellectual property of Pathward and/or its suppliers, including patent rights, copyrights, trademarks, service marks, trade dress, and trade secrets. The content on this Site is owned by Pathward and is licensed-not sold or transferred-to you, even if for convenience we use the terms "sale," "purchase," or similar terms. All rights not expressly granted in these Terms are exclusively reserved to Pathward.

(b) Third-Party Content. The Site may include access to content created, owned, or controlled by third parties (including you or other users). The Site may also link to third parties' websites. While we may make these available to you, they are not under our control and we are not responsible for their content, nor do we guaranty their accuracy or availability to you. You may be required to agree to such third parties' terms and conditions in order to use or access their content or websites. Accordingly, we encourage you to review the terms of use and

privacy policies, if any, associated with third-party content or websites.

(c) Other Terms of Use. Some areas of the Site, or certain other products or services offered by Pathward, may have different terms of use posted. If there is a conflict between these Terms and terms of use posted for a specific area of the Site, the latter shall have precedence with respect to your use of that area of the Site.

6. Prohibited Conduct

You may not:

- * modify, alter, reverse engineer, or create derivative works of this Site or its contents;
- * distribute to third parties or publically display the Site contents or use any portion thereof for commercial purposes, except as expressly authorized;
- * copy, download, use, or distribute (whether or not for commercial purposes) any other user's personal information or any list or directory of users, except as expressly authorized;
- * send other users of the Site spam, surveys, contests, chain letters, pyramid schemes, or other unsolicited bulk or junk messages;
- * remove, modify, or obscure any copyright, trademark, or other proprietary notice;
- * attempt to (i) gain access to any portion of this Site for which you do not have authorized access, (ii) interfere with or interrupt the operation of this Site (including without limitation through denial of service attacks), or (iii) harm any user of this Site, through hacking, data mining, the use of viruses or other malware, or any other means; or
- * otherwise use or access this Site, its contents, or any connected network, system, or database, in any way not authorized by these Terms or in violation of any law.

7. Indemnification

You agree that you remain responsible for the content that you submit or send using the Site. You agree to defend and hold harmless Pathward and its affiliates, and their employees, contractors, directors, managers, and representatives, from and against any damages, losses, or costs (including reasonable attorneys' fees), arising from or in connection with any claim, suit, or action arising out of, or relating to, (i) your content; (ii) your use of the Site; (iii) your violation or infringement of any right of a third party or any applicable law in connection with the Site; or (iv) your breach of these Terms.

8. Disclaimer of Warranty

THE SITE AND ALL CONTENT THEREIN, AND ANY SERVICES OFFERED THROUGH THE SITE, ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. PATHWARD AND ITS SUPPLIERS EXPRESSLY DISCLAIM AND EXCLUDE TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. PATHWARD AND ITS SUPPLIERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS OF CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY, AVAILABILITY, SUPPORT,

TIMELINESS, OR PERFORMANCE WITH RESPECT TO THE USE OF THE SITE OR ITS CONTENT. PATHWARD MAKES NO WARRANTY THAT THE SITE, SERVICES, OR ANY CONTENT WILL MEET YOUR NEEDS, BE ERROR FREE OR ACCURATE, WILL OPERATE WITHOUT INTERRUPTION OR LOSS OF DATA, OR THAT ANY ERRORS WILL BE CORRECTED. ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED HEREIN WILL NOT BE ENFORCEABLE.

9. Limitations and Exclusions of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, PATHWARD WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, INCLUDING FOR LOSS, CORRUPTION, OR INACCURACY OF DATA, LOST PROFITS, LOST BUSINESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR LIABILITY OR INJURY TO THIRD PERSONS, WHETHER FORESEEABLE OR NOT AND REGARDLESS WHETHER PATHWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PATHWARD'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED US\$100, WITH ALL CLAIMS BEING AGGREGATED IN SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS WHETHER PATHWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Changes to the Site or these Terms

The Site and any of its features or content are subject to change without notice or obligation to you. These Terms and any Site policies or guidelines may be revised at any time in Pathward's sole discretion. The date of the latest revision or update will be indicated on these Terms. You agree to keep abreast of recent updates. Upon continued use of the Site, you agree to be bound to any updated terms, policies, or guidelines.

11. Privacy Policy

Our privacy policy, which is posted on our Site, is expressly incorporated into these Terms by reference. It is available at <https://www.Pathward.com/privacy/>.

12. Compliance with Laws

This Site originates from the United States. Pathward makes no representation that any content will be available or legal in other locations.

You agree to comply with all applicable laws governing your use of the Site. You may not access, download, use or export materials posted to the Site in violation of U.S. export laws or regulations (including but not limited to the Export Administration Regulations), or in violation of any other applicable export or import laws or regulations.

13. U.S. Government Restricted Rights

The materials on this Site are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the U.S. federal government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the U.S. federal government constitutes acknowledgment of Pathward's proprietary rights in them.

14. Governing Law; Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Michigan without

regard to rules or principles regarding conflicts of laws.

Both Pathward and you agree that all claims or disputes arising out of the Site or these Terms shall be submitted to binding arbitration, provided that the parties shall first attempt to resolve such claim or dispute informally. The arbitration shall be conducted by the American Arbitration Association under the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes in Oakland County, Michigan. Any judgment on the award rendered by the arbitrator shall be able to be entered in any court having competent jurisdiction. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Both parties agree that any claim or dispute shall be brought only in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims. YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND PATHWARD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

Notwithstanding the foregoing, Pathward retains the right to seek injunctive or other equitable relief from any court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of Pathward's data security, intellectual property rights, or other proprietary rights. Pathward's rights and remedies under these Terms are cumulative and in addition to any other rights and remedies available to it at law or in equity.

15. General

These Terms constitute the final, complete, and exclusive agreement of the parties relating to the use of the Site, the Services, and related content, and supersede and merge all prior discussions between the parties. In the event that any provision of these Terms shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that all other provisions shall otherwise remain in full force and effect and enforceable. No waiver of any right, obligation, or default will be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. Any particular waiver of any right, obligation, or default will not be construed as a waiver of any subsequent or other right, obligation, or default. The parties are independent contractors; nothing herein will be construed to create a partnership, joint venture, or agency relationship between the parties, and neither party by virtue of these Terms will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.