

Terms of Use – Pathward Line of Credit

Effective as of March 20, 2024

LEGAL DISCLOSURE

LEGAL NOTICES — PLEASE READ THESE TERMS OF USE (“**Terms**”) CAREFULLY BEFORE USING THIS WEBSITE (the “**Site**”). This Site is provided subject to these Terms described herein, together with those terms set forth in any application you may complete and submit with Pathward, National Association (“**Pathward**”). If you use this Site, you agree to be bound by these Terms.

TRADEMARKS AND COPYRIGHTS

All content on this Site, including, but not limited to, software, design, graphics, images, button icons, names, and logos, are owned or licensed by Pathward or any third-party service provider or agent on Pathward’s behalf, including its affiliates (collectively and for purposes of these Terms only, “**Pathward**”, “**we**”, “**us**”, or “**our**”). Content on the Site may not be copied, displayed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent uses or otherwise used in whole or in part in any manner without our prior written consent. All other trademarks and service marks not owned by us that appear on the Site are the property of their respective owners, who may or may not be affiliated with us.

USE OF THE SITE

You may not download, view, copy and print information and any other aspect of this Site, unless expressly consented to by us, or: (i) solely for your personal, non-commercial purposes, such as to print consents, disclosures, agreements, and other pages specifically related to your transactions with us; and (ii) provided that no proprietary notices or disclaimers therein are modified, obscured or altered. The information on this Site is for informational purposes only and although we strive to be accurate, we do not warrant the Site’s completeness, timeliness or accuracy.

This Site may be accessed through most web browsers. You agree not to use any robot or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the Site. You agree not to decompile, reverse engineer, or disassemble the Site. You agree not to take any other action in connection with your use of the Site which violates any local, state, national or international law, rule, regulation or order of any court in conjunction with your use of the Site.

We reserve the right to investigate and take legal action against any illegal and/or unauthorized use of the Site or any services provided via the Site. Our decision not to pursue legal action for any violation of these Terms shall not be construed as a waiver of any provision of these Terms or any of our legal rights.

Modification or Discontinuance of the Site

At any time, without notice to you, and for any reason, we may modify or discontinue the Site or any content thereof. We shall in no way be held liable for any consequence

which results from our decision to modify or discontinue providing the Site or any content thereof.

Denial of Access

We may prohibit you from using or accessing the Site, in whole or in part, for any reason, at any time, in our sole discretion, without notice to you.

FEEDBACK

Except where otherwise expressly provided by us, all comments, feedback, information or other materials submitted to us through or in association with the Site or any services provided via the Site (collectively, "**Feedback**") shall be deemed to be our property (excluding information submitted through the Site). Our use of Feedback will be in compliance with our [Privacy Policy](#), our [CA Privacy Policy](#) and with applicable laws. We shall be free to reproduce, use, disclose, display the Feedback to others without limitation.

LINKS TO THIRD PARTY SITES

You acknowledge that, at any time, we may provide links to the websites of third parties via the Site. The linked sites are not under the control of Pathward and Pathward is not responsible for the content of any linked site, or any products, services or other materials relating to any linked site, or any link contained in a linked site. Pathward reserves the right to terminate any link or linking program at any time. Pathward does not endorse companies or products to which it links and reserves the right to note as such on its web pages. If you decide to access any of the third-party sites linked to this Site, you do this entirely at your own risk.

SITE PRIVACY POLICY

The following terms describe our online practices and apply to anyone who visits the Site and/or any Pathward-branded social media sites or pages, as applicable (hereinafter, "**you**" or "**user**").

The Site Privacy Policy only describes our website practices. It does not apply to how we generally collect or use other information we collect from or about you as a customer or through the request process. For a copy of the Privacy Policy applicable to you as a consumer of our products and services, please click [here](#).

Information collected

We collect and receive certain information about you when you visit the Site. What we receive, and how we receive it, in part depends on what you do when you visit the Site.

We collect personally-identifiable information ("PII") when you provide it to us

We will collect your PII if you decide to inquire about a credit product or service. You will be asked to provide contact information, such as name, address, phone number, and email address. We will also ask for credit-related information, including your social

security number, date of birth, and income, as part of the process. We may use your contact information to send you information while we process your application.

Your choice to provide your PII is entirely optional. You may choose what information to provide to us. You may choose to provide all or only some of the information requested. But if you decline to provide certain information, you may not be able to use all of our services or receive a Line of Credit through Pathward.

We do not disclose any PII about consumers to anyone, except as described in this Site Privacy Policy, in our general [Privacy Policy](#), the [CA Privacy Policy](#), or as otherwise required by law. We also share information with our service providers, for example, to evaluate the effectiveness of our Site or to look for ways to improve your customer experience. We take steps to protect your PII when it is shared with a service provider. In the event that our business or substantially all of the assets of the business are acquired, personal information may be one of the transferred assets.

We collect non-personally-identifiable information automatically when you visit the site

When you interact with the Site, we may use cookies, web beacons, and various other technologies to receive and store information, including but not limited to, a visitor's internet protocol (IP) address, internet browser information, device operating system, and date and time of the website visit. The information stored does not include any personal details about you, including passwords or any other information that would identify you, locate you, and determine your preferences or your financial activity. We also collect your web address and browser information when our content is presented on another website or on a mobile application, as applicable.

Cookies

Cookies are small data files that are delivered to a web browser by a web server. Cookies help us understand how users interact with our Site. We may keep track of a user's browsing activities when they serve a user content, including collecting anonymous information about a user's visits to the Site and your interaction with our ads and content.

Generally, web browsers automatically accept cookies by default. At any time, a user can adjust their browser preferences to selectively accept cookies or to refuse all cookies. However, some Site features or services may not function properly without cookies and the efficiency of the Site may be impacted. Please note that on some third-party websites, when a user opts out, a cookie will be set on the user's browser and all potential linked browsers in order to recognize the user's opt-out preferences. If such cookies are cleared, the user must opt out again.

Web Beacons

We use web beacons, also known as pixel tags, alone or in conjunction with cookies to compile information about users' usage of the Site. Web beacons are clear electronic images that can recognize certain types of information on your

computer, such as cookies, when you viewed a particular website tied to the web beacon, and a description of a website tied to the web beacon. We use web beacons to operate and improve our Site and email communications and to analyze the performance of our marketing campaigns. We may use information from web beacons in combination with data about users to provide you with information about us.

Third-Party Cookies

We may periodically engage third-party service providers to track and analyze non-personally identifiable statistical usage and traffic information from Site visitors. We may also use other third-party cookies to track the performance of our advertising. The information provided to such third parties does not include PII, but this information may be re-associated with PII after we receive it. This Site Privacy Policy does not cover the use of third-party cookies.

Interest-Based Advertising

Interest-based advertising, also known as online behavioral advertising, uses information collected across multiple websites that you visit in order to help predict your preferences and show you advertisements that are more likely to be of interest to you. Third parties, including service providers, use cookies and other tracking technologies to collect information about your online activities over time and across different websites, including when you visit our Site. We use this information to provide relevant marketing to you when you visit our Site or third-party websites. We also use third-party web beacons on our Site and on other sites to assist in managing and optimizing our online advertising. These third-party cookies and other devices do not contain personal information about you.

In providing interest-based advertising, we follow the cross-industry Self-Regulatory Principles for Online Behavioral Advertising managed by the Digital Advertising Alliance. To learn more about interest-based advertising, your choices regarding collection of your online browsing activity, or to opt out of interest-based advertising visit:

- <http://www.aboutads.info/choices>; and
- <http://www.networkadvertising.org/choices>.

If you choose to opt out of interest-based advertising, a cookie will be placed on your browser indicating your choice. Because cookies are stored by your browser, any opt-out election you make is valid only for the computer/browser combination used to opt out. Please note that even if you opt out of interest-based advertising, you may still receive advertisements from us, but they will not be customized based on your online browsing activities. Clearing your browser's cookies will remove your opt-out since it is stored in a cookie, and you will need to opt out again.

Google Analytics

We may collect other site usage information via Google Analytics and Google's DoubleClick cookie to serve ads over time based on a user's prior visits to our Site. You may opt out of Google Analytics by visiting the Google Analytics opt-out page.

Site Usage Information

We collect Site usage information through a third-party service provider. The information includes, but it is not limited to, clicks, taps and scrolling behavior, web pages viewed, session duration, time to submit or abandon a web form, and others.

HOW WE RESPOND TO DO NOT TRACK SIGNALS

AT THIS TIME, WE DO NOT TRACK OUR CUSTOMERS OVER TIME AND ACROSS THIRD-PARTY WEBSITES OR ONLINE SERVICES AND THEREFORE DO NOT RESPOND TO DO NOT TRACK SIGNALS. However, some third-party websites may keep track of a user's browsing activities when they serve a user content.

SOCIAL MEDIA PLATFORMS

We may have official social media pages including, but not limited to, Facebook, Twitter and Instagram, which are subject to these Terms and the Site Privacy Policy. We advise you to use these platforms cautiously and to never include PII or confidential information when posting or commenting.

HOW WE USE AND SHARE THE INFORMATION WE COLLECT

We use and share the information we collect for various purposes, including, but not limited to:

- Sharing in aggregate, statistical form, non-personal information regarding the visitors to the Site, traffic patterns, and Site usage with our partners and/or affiliates;
- Disclosing information we maintain, including PII, when required to do so by law, or in response to a request from a law enforcement agency or authority;
- Making improvements to the Site based on the way users interact with the Site;
- Analyzing non-user-specific data on our Site users to help us improve and customize our products (as applicable) and services using tools including Google Analytics; and
- Delivering advertisements to consumers for our products (as applicable) and services on the Site, as well as on third-party websites, based on consumer browsing behavior.

If you go beyond merely browsing our Site, and apply or become a customer, the sharing of your PII will be governed by our [Privacy Policy](#) and our [CA Privacy Policy](#), as applicable.

MODIFICATIONS TO INFORMATION

We strive to maintain the accuracy of any PII that may be collected from you and will use commercially reasonable efforts to respond promptly to update our database when you tell us the information in our database is not accurate. It is your responsibility to ensure that such information is accurate, complete and up-to-date. You may obtain from us, by email, the information in our records. If you wish to make any changes to any PII you have provided to us, you may do so at any time by calling us at 1-888-205-9170.

HOW LONG WE KEEP THE INFORMATION WE COLLECT

We will maintain the information that is necessary to provide the requested service for as long as we are required, and for as long as it takes to provide any such requested service. We may still need to keep personal details about users of the Site so that systems reflect your preferences, even if a user has chosen to opt out of allowing us to use those personal details for marketing purposes. We will keep records of any information entered on the Site for as long as legally required. We may keep other information only to the extent necessary to comply with applicable laws and to further legitimate business needs.

PERSONAL INFORMATION ON CHILDREN

The Site, and the products and services described on the Site, are intended for use by individuals who are at least 18 years old. If you are under the age of 18 you should not be visiting the Site. We do not knowingly collect or retain personal information from children under the age of 18. If you are under the age of 18 and are visiting or otherwise using the Site, you are advised not to disclose or provide any PII on the Site.

PROHIBITED ACTIONS

As a condition of your use of this Site, you agree that you will not, and you will not take any action intended to: (i) access data that is not intended for you; (ii) invade the privacy of, obtain the identity of, or obtain any personal information about any customer or user of this Site; (iii) probe, scan or test the vulnerability of this Site or our network or breach security or authentication measures without proper authorization; (iv) attempt to interfere with service to any user, host or network or otherwise attempt to disrupt our business, including, without limitation, via means of submitting a virus to this Site, overloading, "flooding," "spamming," "mail bombing" or "crashing;" or (v) send unsolicited mail, including promotions and/or advertising of products and services. Violations of system or network security may result in civil or criminal liability.

Security

We maintain standard physical, electronic and procedural safeguards intended to protect your personal information. We have standard security procedures in place to safeguard against loss, theft, unauthorized access, destruction, misuse, and modification of this information after we receive it. In addition, we use standard safeguards to control the information security practices of third parties with whom we share any personal information. However, no safeguarding, security procedure, or security program is foolproof, and thus we cannot guarantee the absolute security of your personal or other information.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE, OR ANY INFORMATION, CONTENT, AND SERVICES CONTAINED IN, ACCESSED VIA, OR DESCRIBED ON THE SITE, IS AT YOUR OWN RISK, AND THAT ALL SUCH INFORMATION, CONTENT, SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE MAKE NO, AND HEREBY DISCLAIM ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION AND USE OF THE SITE OR ANY INFORMATION, CONTENT OR SERVICES ON OR ACCESSED VIA THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. FURTHER, WE MAKE NO REPRESENTATIONS AND WARRANTIES THAT THE SITE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF THE SITE, INCLUDING ANY DAMAGES ARISING OUT OF ANY DENIAL BY PATHWARD OF ANY APPLICATION SUBMITTED BY YOU OR ANY REFUSAL TO FUND YOUR ACCOUNT (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, TRADING LOSSES, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

CERTAIN STATE LAWS DO NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, AND THUS SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

INDEMNIFICATION

You agree to indemnify and hold us harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees, disbursements and court costs) arising from or in connection with (i) your use of the Site, or any content, information or services contained, displayed or available therein; (ii) any denial to approve any application submitted by you and/or refusal to fund your account; (iii) your violation of these Terms; (iv) any Feedback provided by you to us; or (v) your violation of any rights of any third party.

GOVERNING LAW

The laws of the State of South Dakota will govern these Terms, without giving effect to any principles of conflicts of laws.

GENERAL

You may not assign or otherwise transfer these Terms or any rights or obligations hereunder. Our failure to act on any breach of any provision hereof shall not be construed as a waiver of the enforcement of any provision unless we agree to such waiver in writing. If any portion of these Terms is deemed unlawful, void or unenforceable, that portion will be deemed severable and will not affect the validity or enforceability of the remaining provisions. These Terms set forth the entire understanding between you and us with respect to the subject matter hereof and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and us.

Pathward may revise these Terms at any time. You should refer back to this page from time to time to review any updates, as applicable.

CONTACT

If you have any questions relating to these Terms, the Site or us, please contact: service@pathwardloc.com.

NEVADA RESIDENTS ONLY

The type of PII collected through the Site includes the following: First and last name, home or other physical address which includes the name of a street and the name of a city or town, electronic mail address, telephone number, social security number, an identifier that allows a specific person to be contacted either physically or online, any other information concerning a person collected from the person through the Site or online service of Pathward and maintained by Pathward in combination with an identifier in a form that makes the information personally identifiable.