

Bluebird® American Express® Prepaid Debit Account Member Agreement

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For Customer Service, please visit www.Bluebird.com or call Bluebird Customer Service, 24 hours a day, 7 days a week, at 1-877-486-5990 (International: 1-801-449-4016).

Contents:

- Introduction
- 1. Definitions
- 2. Use of Bluebird
- 3. Eligibility
- 4. Registration
- 5. The Card
- 6. Paying Bills
- 7. Bluebird Checks
- 8. Sending Money to (and Requesting Money from) Other Users
- 9. Receiving Money from Other Users
- 10. Adding Funds to Your Bluebird Account
- 11. Bluebird Mobile Check Capture by Ingo® Money
- 12. Bluebird Mobile Application; Text Messaging
- 13. Subaccounts
- 14. Goals
- 15. [Intentionally Deleted]
- 16. Account Balances
- 17. Closing your Bluebird Account
- 18. Fees and Limits
- 19. Restricted Activities
- 20. Lost or Stolen Bluebird Cards or Subaccount Cards; Unauthorized Transactions
- 21. Erroneous Transactions or Questions About Transactions
- 22. Our Rights and Liabilities
- 23. Disclaimer of Warranties; Discontinuation of Liabilities
- 24. Transaction History, Notices and Communications
- 25. Confidentiality and Disclosure of Information
- 26. Miscellaneous
- 27. Agreement to Arbitrate Disputes
- 28. Special Notices
 - Special Notice to California Residents: Right to Refund
 - Patriot Act Notice
- 29. Additional Plans and Services

INTRODUCTION

This Bluebird® American Express® Prepaid Debit Account Member Agreement ("Agreement") contains the terms and conditions that apply to your use of Bluebird, your checking & debit alternative. It is a contract between you and us, and by registering for or being authorized to use Bluebird, you agree to be bound by the terms and conditions of this Agreement (including all agreements and policies referenced in this Agreement or otherwise applicable to use of specific features of Bluebird which are required to be agreed to and accepted before use of such specific features). If you do not agree to the terms and conditions of this Agreement (including all referenced and applicable policies), you may not use or access Bluebird.

Please read this Agreement (and any future amendments) carefully and print and retain a copy for your records.

In addition to certain capitalized terms defined throughout this Agreement, the defined terms set forth in Section 1 shall apply to this Agreement.

To the extent permitted by Applicable Law, we may amend this Agreement from time to time by posting an updated Agreement at www.Bluebird.com (the "Bluebird Site") or as otherwise provided in Section 26.p. Your continued use of Bluebird after such posting or other notice constitutes your acceptance of the terms and conditions of the amendment made to this Agreement. If you do not accept an amendment made to this Agreement, your sole and exclusive remedy is to close your Account (or Subaccount) or not use Bluebird. Closure of your Account and/or Subaccount results in termination of your privileges with respect to the associated card and/or Subaccount card(s).

1. DEFINITIONS

For purposes of this Agreement, the following defined terms shall have the meanings set forth below:

- a. **"Account"** or **"Bluebird Account"** means an online account established in connection with Bluebird and, as the context requires, the portion of the Accountholder's Main Bluebird Account reflecting the Accountholder Available Balance.
- b. **"Accountholder"** means the individual who registered for and established a Bluebird Account and, if applicable, linked Subaccount(s) or Goals.
- c. **"Add Funds"** has the meaning set forth in Section 10.
- d. **"Add Funds Source"** has the meaning set forth in Section 10.
- e. **"Affiliate"** means a person or entity that directly or indirectly controls, is controlled by, or is under common control with us, including our subsidiaries.
- f. **"Applicable Law"** means all applicable local, state, federal, and foreign laws, regulations, ordinances, and statutes, as well as any applicable rules, policies, and procedures established by the National Automated Clearinghouse Association or any applicable electronic payment network or card association or network.
- g. **"ATM"** means automated teller machine.
- h. **"Available Balance"** has the meaning set forth in Section 16.a.

- i. **"Bluebird"** means the Bluebird® American Express® Prepaid Debit Account platform and service provided by us which, among other things, facilitates the ability to make payments and transfer funds online and offline using electronic payment networks, allows Users to open, fund and manage stored-value accounts, and includes any widgets, applications, payment features and other mechanisms, features, functionalities and benefits we now or in the future may provide and you may use to conduct such payments, transfers and related activities, including Bluebird's Pay Bills, Bluebird Checks, and Mobile Check Capture services.
- j. **"Bluebird card"** means any card, account number, barcode, digital representation, or other access device issued by us to you for the purpose of conducting transactions on your Bluebird Account through Bluebird, including the plastic reloadable prepaid access card delivered to you after successful registration of your Bluebird Account and identity verification.
- k. **"Bluebird Checks"** has the meaning set forth in Section 7.
- l. **"Bluebird Mobile Application"** means the software application we provide that may be downloadable to any one or more of your mobile devices (e.g., wireless telephones, tablets and smart phones), as further described in Section 12.
- m. **"Bluebird Site"** means the Bluebird website, currently located at www.Bluebird.com.
- n. **"Business day"** has the meaning set forth in Section 26.c.
- o. **"Card"** means, as applicable, a Bluebird card or a Subaccount card.
- p. **"Customer Service"** means Bluebird's Customer Service department, which can be reached by calling U.S. 1-877-486-5990 / INTERNATIONAL 1-801-449-4016, 24 hours a day, 7 days a week. Along with assistance with general Account, Subaccount and Goals questions, Customer Service can provide balance information, transaction history, card, Subaccount card and PIN replacement assistance, and registration of your verified Debit card as an Add Funds Source. Customer Service provides Spanish language balance information and limited transaction history via an automated system.
- q. **"Dispute"** means a Charge or transaction about which a claim, complaint, or question has been brought.
- r. **"Goals"** has the meaning set forth in Section 14.
- s. **"Main Accountholder"** means, in relation to a Subaccount, the Accountholder who has established one or more Subaccounts connected to his or her Account.
- t. **"Mobile Check Capture"** has the meaning set forth in Section 11.
- u. **"Pay Bills"** has the meaning set forth in Section 6.
- v. **"Spend Money"** has the meaning set forth in Section 18. b.
- w. **"Subaccount card"** means any card, account number, barcode, digital representation, or other access device issued by us for the purpose of facilitating the conduct by Subaccount Users of transactions through a Subaccount.
- x. **"Subaccount User"** means any person authorized by an Accountholder to use a Subaccount.
- y. **"User"** means any person authorized to use Bluebird.
- z. **"we", "us", and "our"** refers to American Express Travel Related Services Company, Inc., and, where applicable, its successors, assigns or service providers.
- aa. **"you" and "your"** mean the Accountholder and, as applicable, any Subaccount User(s).

2. USE OF BLUEBIRD

Bluebird allows you to establish a Bluebird Account through which you may store, spend and manage your money and make payments using electronic payment networks and certain other electronic methods. You will also receive a Bluebird card, which may be used to conduct certain transactions through your Bluebird Account after the Bluebird card is activated, including paying

for goods and services at merchants and making ATM withdrawals. Where a Subaccount has been opened, certain transactions may also be conducted by a Subaccount User through the Subaccount or a Subaccount card, and where a Goal has been opened, certain transactions may also be conducted by the Accountholder through the Goals.

3. ELIGIBILITY

You must be at least eighteen (18) years old (or nineteen (19) years old if you reside in a state where the age of majority is nineteen (19)), reside in the U.S., and be a consumer (and not a business) in order to register for Bluebird and open a Bluebird Account. As described in Section 13 below, under certain circumstances, you may open a Subaccount for Subaccount Users who are thirteen (13) years old or older. The Bluebird Account, Subaccounts, and Goals covered by this Agreement are intended for consumer use only. Use of a Bluebird Account, Subaccount, or Goals for commercial purposes is prohibited and may result in closure of such Account (or Subaccount, or Goals).

4. REGISTRATION

a. Establishing a Bluebird Account

To open a Bluebird Account, the Accountholder must register for and establish a Bluebird Account online at the Bluebird Site or through the Bluebird Mobile Application (as further described in Section 12). An Accountholder who establishes a Bluebird Account and satisfies the necessary identity verification requirements will be sent a Bluebird card linked to the Account. Transactions conducted using a Bluebird card will be funded from the Bluebird Account or as otherwise provided in this Agreement. If a Subaccount is established by an Accountholder, the Subaccount User will be issued a Subaccount card. Transactions conducted using a Subaccount or Subaccount card will be funded from monies added to the Subaccount by the Main Accountholder or as otherwise provided in this Agreement.

Please note: Until you verify your email address and activate the Bluebird card linked to your Bluebird Account, your Account privileges will be limited. In particular, (i) until you verify your email address and activate your Bluebird card, (x) the maximum aggregate amount you may add to the Bluebird Account (in addition to any amount automatically added to your Account from a temporary card) is \$1,500, (y) you will not be able to use Bluebird outside of the U.S, use Bluebird Checks, Pay Bills, Send Money, Request Money, conduct Mobile Check Capture transactions or establish a Goals and (z) you will not be able to Add Funds to your Bluebird Account using a bank account, debit card, or Direct Deposit and we may restrict your ability to Add Funds using other funding sources, and (ii) any temporary card temporarily enabled for use in connection with your new Bluebird Account may be disabled as early as the date the Bluebird card associated with your new Bluebird Account is scheduled to be delivered to you.

b. Personal Identification Number and Password

When you register for Bluebird, you will select a personal identification number ("PIN") that may be used to access and authorize certain transactions on your Bluebird Account, including ATM withdrawals via your Bluebird card, as well as a password and a security question and answer. You will also select passwords for any Subaccounts you choose to open. You must keep your PIN and password confidential. Store your PIN and password separately from your other card, Account and Subaccount information.

IF YOU BELIEVE THAT ANYONE HAS ACCESSED YOUR PIN OR PASSWORD WITHOUT AUTHORIZATION, YOU SHOULD INFORM CUSTOMER SERVICE AND CHANGE YOUR PIN

AND/OR PASSWORD IMMEDIATELY. If you lose or cannot remember your PIN, password or security question and answer, you will need to change it online on the Bluebird Site.

c. Verification Requests; Your Provision of Information

You agree to cooperate with all requests made by us or third parties on our behalf to identify you, authenticate your identity, validate your funding sources, verify your telephone number and Account, or verify your transactions. To the extent allowed by Applicable Law, you agree that we may obtain any consumer reports we deem appropriate in connection with the opening, issuance, funding, initial or subsequent adding of money to, review, suspension or termination of your Bluebird Account, Bluebird card, Subaccount or Subaccount card, any application to be a User or Subaccount User, or any access to particular Bluebird features or functionalities. These inquiries may include inquiries to consumer reporting agencies or companies that maintain check databases.

You agree: (i) to provide personal information during the registration and identity verification process and thereafter that is accurate and complete; (ii) to update your personal information, including current email address, as necessary so that it remains accurate and complete; and (iii) not to impersonate any other person, operate under an alias or otherwise conceal your identity. We will use the information you give us, as well as the information we receive from your use of the Bluebird Account, Subaccount, Goals, Bluebird card and Subaccount card, to facilitate your participation in Bluebird and for other purposes consistent with this Agreement.

d. Electronic Delivery of Notices and Information; Email Verification

Bluebird is a paperless platform and service, which means, among other things, that we will attempt to provide you with all notices and communications, including legally-required notices and communications which you may otherwise have the right to receive in paper form, in electronic form (e.g., by email, the Bluebird Site or SMS Message instead of paper), except as otherwise specified in this Agreement and our [E-Communications Disclosure](#). Accordingly, Bluebird is intended for use only by those willing and able to receive all notices and communications from us exclusively via electronic means in accordance with this Agreement and our E-Communications Disclosure. At registration, for the duration of your Bluebird Account usage and in certain instances following the termination of your Bluebird Account with us, we require your valid and working email address in order to ensure we can effectively communicate with and deliver our services to you. As part of the registration process, you will be asked to provide and verify your email address and electronically consent to the terms and conditions set forth in our [E-Communications Disclosure](#). You can withdraw your consent at any time, but only in the manner set forth in our E-Communications Disclosure. Such withdrawal may result in the disruption, suspension or termination of your Account. If you do not verify your email address by clicking on the link in the email you will receive from us as part of the registration process, you will not be able to use your Bluebird card or most other features of Bluebird.

e. Accountholder responsibility for Bluebird Account and Subaccounts; Authorized Users

The Accountholder will be liable for all transactions arising from any use of Bluebird, the Bluebird Account and Bluebird card, the Goals, and any use of a Subaccount or Subaccount card(s) by Subaccount User(s), including any transactions made and any fees incurred by such Subaccount User(s). You will be liable for the transactions made and fees incurred by Subaccount User(s), even if the Subaccount User(s) exceeds the scope of the authority that you gave. Only the person in whose name a Bluebird card or Subaccount card has been issued may use that card.

5. THE CARD

a. General

Individuals who establish a Bluebird Account and satisfy the necessary identity verification requirements will be sent a Bluebird card linked to the Bluebird Account, together with Subaccount card(s), to the extent linked Subaccounts have been established, each of which must be activated before use. The person in whose name a card has been issued must sign his/her signature on the back of the card. Cards are issued by us.

Please note: Until you verify your email address and activate the Bluebird card linked to your Bluebird Account, your Account privileges will be limited. In particular, (i) until you verify your email address and activate your Bluebird card, (x) the maximum aggregate amount you may add to the Bluebird Account (in addition to any amount automatically added to the Account from a temporary card) is \$1,500, (y) you will not be able to use Bluebird outside of the U.S. use Bluebird Checks, Pay Bills, Send Money, Request Money, conduct Mobile Check Capture transactions or establish a Goals and (z) you will not be able to Add Funds to your Bluebird Account using a bank account, debit card, or Direct Deposit and we may restrict your ability to Add Funds using other funding sources, and (ii) any temporary card temporarily enabled for use in connection with your new Bluebird Account may be disabled for all purposes as early as the date the Bluebird card associated with your new Bluebird Account is scheduled to be delivered to you.

b. About the Bluebird Card

The Bluebird card (and each Subaccount card) is a prepaid payment device which, among other uses, may be used to pay for goods and services at bricks-and-mortar and online retailers and other merchants that accept American Express® Cards, both within and outside the U.S., and to obtain cash from ATMs that permit American Express transactions within the United States and Puerto Rico, in each case subject to the terms and conditions of this Agreement. Transactions conducted using a Bluebird card will be funded from and to the extent of Available Funds in your Bluebird Account, and transactions conducted using a Subaccount card will be funded from and to the extent of Available Funds in the relevant Subaccount or as otherwise provided in this Agreement.

Please note: As a result of recent European Union anti-money laundering directives, you may be limited in your ability to use your Bluebird card/Account in certain European Union jurisdictions.

Where applicable, present the card to the merchant at the time of payment and sign the merchant's receipt with the same signature you used when you signed the back of the card. The card can also be used to make purchases over the internet, by mail order, or by telephone. If you experience any difficulty making a purchase with the card, please call Customer Service for assistance.

You agree to use the card only at merchants that accept American Express® Cards in accordance with the terms and conditions of this Agreement and only for lawful purposes. The card may be used to make a final payment in respect of a car or other rental but may not be able to be used to make a car rental reservation, a hotel reservation, or other reservation or deposit. Merchant categories are determined by merchants and other parties, and you agree to hold us harmless for any transactions that occur as a result of inaccuracies in merchant classification. Cards may not be used for any type of illegal activity or prohibited sale or

gambling or as otherwise prohibited by this Agreement, and you agree not to engage in any such illegal or prohibited activity when you use (or allow others to use) your Account or Subaccount with a card. See Section 19 for a list of activities which are prohibited under this Agreement.

A CARD IS NOT A CREDIT CARD, CHARGE CARD, DEBIT CARD LINKED TO A DEMAND DEPOSIT ACCOUNT OR GIFT CARD AND CANNOT BE REDEEMED FOR CASH, EXCEPT AS REQUIRED BY APPLICABLE LAW OR AS OTHERWISE PERMITTED BY THIS AGREEMENT. A CARD MAY NOT BE ESTABLISHED BY AN EMPLOYER (OR ANY PERSON ACTING ON BEHALF OF AN EMPLOYER) TO PAY WAGES, COMPENSATION (INCLUDING BONUSES OR INCENTIVE PAYMENTS) OR BENEFITS TO ANYONE.

c. Use of Cards at ATMs

Subject to the amount of Available Funds in your Bluebird Account or Subaccount (and, in the case of a Subaccount card, unless the Accountholder blocks the Subaccount card's cash access or other relevant features or we impose other limitations on the use of the Subaccount), you may use your Bluebird card or Subaccount card at ATMs that permit American Express transactions within the United States and Puerto Rico, including at MoneyPass® Network ATMs (go to www.moneypass.com for a MoneyPass® ATM Locator). The Accountholder and linked Subaccount Users may, in the aggregate, withdraw up to \$750 per day, subject to the Spend Money limits set forth in Section 18.b. If the ATM asks you what kind of account Bluebird is (e.g., checking or savings), select "checking." Even though Bluebird is not a checking account, this will ensure that your ATM transaction is processed correctly. Acceptance within ATM networks may change at any time.

Please note: We impose fees in connection with ATM transactions, as provided in Section 18.a, and the owner or operator of the ATM may also impose surcharges and other fees for ATM transactions, including cash withdrawals and/or declined transactions. Use of your Bluebird card or Subaccount card at an ATM is also subject to all applicable fees, surcharges, rules and customs of any clearinghouse, ATM network or other institution or association involved with the transaction.

When you register for Bluebird (in the case of a Bluebird card) or after logging into the Website for the first time (in the case of a Subaccount card), you will set a PIN for your card. The card and PIN will be required to access cash at participating ATMs. Do not write or keep your PIN with your card. If you believe your PIN has been compromised, or you otherwise need to request a change in your PIN, please immediately contact Customer Service.

ATM safety tips:

- Be aware of your surroundings, especially at night, and be cautious when withdrawing cash. Avoid showing or counting cash at the ATM. Put it away immediately and count it when you are in a secure location such as your car or home.
- Be sure no one sees you enter your PIN.
- When using an ATM with a door, close the entry door completely and do not open the door to anyone you don't know.
- The activity around ATM facilities may be recorded by surveillance cameras. If you notice anything suspicious do not use the ATM, and, if you're in the middle of a transaction, cancel it, leave immediately and visit another ATM.
- If you must use the ATM at night, consider taking someone with you.
- Keep safe or securely get rid of your ATM receipts.

- Report all crimes immediately to the operator of the ATM or local law enforcement and call 911 if you need emergency assistance. For complaints about security at ATMs, contact the operator of the ATM and:
 - In New York call: NY Department of Financial Services 877-226-5697.
 - In New Jersey call: NJ Department of Banking 609-292-7272.

d. Pre-Authorization Holds and Processing Delays

When you make a payment to a merchant using your Bluebird Account, Subaccount or card, you are providing that merchant with an authorization to process your payment and to complete your transaction. In certain instances, the payment processing may not occur immediately, and your payment will be "pending" during this time period.

In addition, when you make a payment to certain merchants for goods or services (typically gas stations, restaurants, rental car agencies, hotels, cruise lines and similar merchants), we or the merchant may request an authorization for the amount of your anticipated transaction in advance and may estimate the final value of the transaction, which may be more than the amount of the actual transaction. For example, a restaurant may request an authorization for the estimated dining bill and for a tip. In such an event, we will place a temporary "hold" on the funds in your Bluebird Account or Subaccount for an estimated amount indicated by us or the merchant at the time the transaction is authorized, plus any applicable fees, and will release any temporarily-held funds in excess of the amount of the actual transaction, typically not later than the seventh (7th) day after the transaction, in the case of most merchant transactions, and typically not later than the thirtieth (30th) day after the transaction, in the case of transactions with rental car agencies. Until released, the funds subject to the hold will not be available to you for other purposes.

e. Liability for Goods or Services Paid for Using Bluebird

Except as required by Applicable Law, we are not responsible for and do not have any liability for any goods or services purchased or paid for through Bluebird (whether by using a card or otherwise), including if a product or a service you purchased is unsafe, is not delivered, breaks, is different than as represented, or otherwise does not meet your needs or expectations. If a problem arises with a product or service you purchased from a third party (e.g., a merchant), or if another User does not send funds you requested or are owed, you need to resolve your issue directly with the third party or other User.

The preceding paragraph does not override the Purchase Protection terms set forth below. Purchase Protection is underwritten by Virginia Surety Company, Inc. We are not responsible for and are not liable under the Purchase Protection policy.

f. Returning Merchandise

If you wish to return any merchandise purchased with a Bluebird Account, Bluebird card, Subaccount or Subaccount card, you will be subject to the merchant's return policies. If the merchant agrees to issue a credit, such credit may take as long as seven (7) days or longer to post and be reflected as Available Funds. In the event credit is issued on a return of merchandise not originally purchased with your Bluebird Account, Bluebird card, Subaccount or Subaccount card, such credit(s) may be treated as an invalid transaction and can result in suspension and/or closure of your Bluebird Account, Bluebird card, Subaccount or Subaccount card, as well as such credit(s) being deducted from your Bluebird Account, Bluebird card, Subaccount or Subaccount card and sent back to the merchant of record. If you return

merchandise that, when originally purchased, was subject to an offer or other promotion that resulted in a credit to your Bluebird Account or Subaccount, any return of such merchandise will result in the credits being deducted from your Account or Subaccount.

g. Responsibility for Use of and Cancellation of Cards

Other than as permitted by this Agreement, your card is not transferable, and you agree not to permit any other person to use your card. The Accountholder must notify us to revoke permission for any person previously authorized to use a Subaccount card. If the Accountholder tells us to revoke permission for another person to use a Subaccount card, we may cancel the Subaccount card issued to that person or take other actions in accordance with such instructions and this Agreement. The Accountholder is wholly responsible for the authorized use of each Bluebird Card and Subaccount card linked to the Accountholder's Account in accordance with this Agreement. Unless Applicable Law provides otherwise, the Accountholder will be responsible for any use by a person who you authorized to use the Bluebird card or Subaccount card, even if that person does not honor your instructions or disregards any limits on use that you communicated to that person.

h. Split-Tender Transactions

Depending upon the merchant's policy, you may be able to use your card with another form of payment, such as cash, check or another card, to make a purchase. This is known as a "Split Tender Transaction." Where you want to make a purchase using a Split Tender Transaction, ask the cashier whether another form of payment will be accepted for the portion of the purchase for which you do not want to use your Card.

Policies on Split Tender Transactions vary by merchant. For example, some merchants may only allow you to use cash or check, but not another card, as the second form of payment. Some merchants do not permit a second form of payment at all. We do not guarantee that a merchant will permit a Split Tender Transaction.

i. Valid-Thru Date

Please note that each card has a "valid thru" date on it. This "valid thru" date is the date through which your physical plastic card may be used and is required to process purchases at merchants that require an expiration date for card payments. Even if the "valid thru" date has passed on your card, remember that the Available Funds and Total Balance in your Bluebird Account or Subaccount remain unchanged and intact after such expiration. You may not use your card after the "valid thru" date on the card has passed. You should receive a replacement card from us before your old card's "valid thru" date passes. Once you receive your new card, you should cut the old card in half and throw it away. You can start using your new card for permitted transactions and purchases as soon as you receive it in the mail and it is activated. If you do not receive a replacement card in a timely manner, please call Customer Service.

j. Transactions at Merchants

When you use your card to make point of purchase transactions at participating merchant locations or through a merchant's online store, you will not be charged a fee by us for such transactions. However, the merchant or other third parties may impose additional fees for such transactions, which may be added to the cost of the transactions. For example, a merchant may impose a \$1.00 fee for paying by a card at the point of sale where permitted by Applicable Law. In the event you do not have sufficient Available Funds in your Bluebird Account (or Subaccount) at the time the point of sale transaction or online store transaction is initiated with your card to cover the cost of the transaction and any applicable fees, the transaction will be

declined, and you agree we have no responsibility in such event to cover the transaction and any applicable fees.

k. Bluebird Money Transfer Powered by Ria® and Bluebird Cash Pickup Powered by Ria®

i. Services

The Accountholder may use Bluebird's Money Transfer Powered by Ria® service ("Money Transfer") to make transfers from the Accountholder's Bluebird Account for cash pickup by third-party recipients at any Walmart store located in the U.S. or Puerto Rico. The Accountholder may use Bluebird's Cash Pickup Powered by Ria® service ("Cash Pickup," and together with Money Transfer, the "Money Transfer Services") to make transfers from the Accountholder's Bluebird Account for cash pickup by the Accountholder at any Walmart store located in the U.S. or Puerto Rico. The Money Transfer Services can be accessed online at the Bluebird Site and via the Bluebird Mobile Application.

The Money Transfer Services are provided by Ria®, licensed money transmitter, subject to Ria's Terms of Service and Privacy Policy, the terms and conditions applicable to the Money Transfer Services set forth at the Bluebird Site and the Bluebird Mobile Application, and the terms and conditions of this Agreement.

Ria is a registered trademark of Continental Exchange Solutions, Inc. dba Ria Financial Services, licensed as a Money Transmitter by the Department of Financial Services of the State of New York; licensed by the Georgia Department of Banking and Finance, NMLS I+ D 920968; and authorized independently or through its affiliate, Ria Financial Services Puerto Rico, Inc. OCIF LICENSE NUMBER TM-2014-031, to operate as a Money Transmitter in all United States' jurisdictions where it conducts business.

Please note: The Money Transfer Services are subject to the fees described in Section 18.a and the Limits described in Section 18.b.

The Money Transfer Services are provided by Ria, subject to Ria's Terms of Service and Privacy Policy, the terms and conditions applicable to the Money Transfer Services set forth at the Bluebird Site and the Bluebird Mobile Application, and the terms and conditions of this Agreement. We are not responsible for Ria's acts or omissions in its provision of the Money Transfer Services.

Subaccount Users are not currently eligible to use the Money Transfer Services.

ii. Debiting of Bluebird Account; Cancellation of Money Transfer Services Transactions.

The Cash Pickup or Money Transfer amount and associated fee for each Cash Pickup transaction or Money Transfer requested by the Accountholder will be debited from his or her Bluebird Account immediately upon submission of the Cash Pickup or Money Transfer request.

At any time prior to pickup of related funds, the Accountholder may cancel a Cash Pickup transaction or Money Transfer by accessing his or her Transaction History on the Bluebird Site and clicking "cancel" next to the transaction description. If an Accountholder or the third-party recipient does not pickup his or her cash at Walmart within 21 days after transaction submission, the Cash Pickup transaction or Money Transfer, as applicable, will be canceled and Ria will recredit your account for the amount of the transfer and associated fee.

iii. Accuracy of Information

You are responsible for the accuracy of all information you provide in connection with each Money Transfer Services transaction requested by you.

iv. Limitation

We and Ria reserve the right, subject to Applicable Law, to change the amount of your Cash Pickup transaction or Money Transfer limits, limit, block or place a hold on certain types of transfers or transactions, and/or suspend your access to the Money Transfer Services, in our respective sole discretion.

6. PAYING BILLS

a. Pay Bills Service

The Accountholder may use Bluebird's bill payment service ("Pay Bills") to make one-time payments from the Accountholder's Bluebird Account to companies or individuals that the member selects ("Payees"), subject to the terms and conditions of this Agreement and the terms and conditions applicable to Pay Bills set forth at the Bluebird Site and the Bluebird Mobile Application.

Pay Bills can be accessed online at the Bluebird Site or via the Bluebird Mobile Application. The payment amount for each Pay Bills transaction requested by the Accountholder will be debited from his or her Account immediately upon submission of the Pay Bills request.

Payments to Payees will be sent either by means of an Automated Clearing House ("ACH") or other electronic payment transaction or check drawn on our account or the account of our vendor and delivered via mail or courier. Payments will be processed and sent via ACH or mail/courier not later than the second business day after request. Payments via ACH will generally be credited on the next business day after processing. The actual delivery date of payments sent via check will depend on the mail/courier and is outside of our control. If a Payee fails to negotiate the check within 90 days, we will stop payment on the check and recredit the Account for the amount of the payment. If a check is returned to us prior to the end of the 90-day period, we will stop payment on the check and recredit the Account.

Please note: Subaccount Users are not currently eligible to use the Pay Bills service.

Payments via the Pay Bills Service are limited, in the aggregate to all Payees, to \$15,000 per calendar month (\$5,000 per calendar month in the case of Payments to Payees that are not listed on the pre-populated list displayed online at the Bluebird Site or via the Bluebird Mobile Application) and are subject to the Spend Money limits set forth in Section 18.b.

To assure timely payment of your bills, the Accountholder must submit Pay Bills transaction requests and their Bluebird Account must have requisite Available Funds and be in good standing at least six (6) business days before the date payment is required to be made.

Prior to the cut-off time established by us with respect to a scheduled Pay Bills bill payment to a Payee (the "Cut-Off Time"), the Accountholder may "cancel" or "edit" that payment by logging into their Account and choosing to "edit" or "cancel" that payment using the tabs displayed next to the scheduled payment. After the Cut-Off Time for a scheduled Pay Bills bill payment, the Accountholder may not stop payment on bill payments sent via an electronic payment transaction but may stop payment on bill payments sent via check at any time prior to a Payee's deposit of such check with their bank by calling Customer Service.

Pay Bills transaction requests can only be submitted for immediate processing.

We shall have no liability in the event we cannot complete a Pay Bills transaction due to insufficient funds in the Bluebird Account or the payment to the Payee being blocked for any reason.

We reserve the right, subject to Applicable Law, to change the amount of your Pay Bills transaction limits, limit, block or place a hold on certain types of transfers or transactions, limit, suspend or block transfers to particular persons, entities or recipients and/or suspend your access to the Pay Bills service, in our sole discretion.

b. Pay Bills Guarantee

We will bear responsibility for any late payment-related charges (up to a maximum of \$50 per transaction) should a Pay Bills bill payment arrive after its due date, as long as the Accountholder requested and scheduled the payment on the Pay Bills service at least six (6) business days prior to its due date and otherwise complied with the guidelines set forth at the Bluebird Website or Bluebird Mobile Application pertaining to Pay Bills and the terms of this Section 6.

Please note that due to circumstances beyond our control, particularly delays in the handling and posting of payments by Payees, some Pay Bills transactions may take longer to be credited by your Payee as "paid," and may be credited as "paid" after the "Arrival" date set forth in your Pay Bills transaction request confirmation. Our Pay Bills Guarantee does not cover input errors made by you or your Payees or charges related to your failure to initiate payments through the Pay Bills service at least six (6) business days prior to their due date. We cannot guaranty that check billers will accept or properly process payments from us. For example, when we mail a check, we provide the biller only your name, the account number you provided, and the information contained in the "memo" field you completed. If the biller needs more information than that (for example, if you did not provide a complete or correct account number), then your payment might not be properly applied. Please be aware that the information that you add to the "memo" field of Pay Bills is not read by us and cannot contain special payment instructions to us.

c. Accuracy of Information

You are responsible for the accuracy of all information you provide in connection with each Pay Bills transaction you initiate, including the identifying information of the recipient and the amount of the transaction.

7. BLUEBIRD CHECKS

Please note: The Bluebird Checks feature of your Bluebird Account will be discontinued on and after October 9, 2024. Bluebird Checks written on or after this date will not be honored in any circumstance.

Note: Beginning 4/14/2021, you will no longer be able to order Bluebird Checks. Payees will be able to cash and deposit pre-authorized checks until they expire. Checks expire after 180 days from pre-authorization.

a. Bluebird Checks

The Accountholder, after activation of his or her Bluebird card, may order and use Bluebird Checks ("Bluebird Checks" or "Checks") to make payments from the Accountholder's Bluebird

Account to third parties that the Accountholder selects ("Payees"). Bluebird Checks may not be used to make payments to the order of the Accountholder, any Subaccount User or "self." Your use of Bluebird Checks is subject to the terms and conditions of this Member Agreement, including the Spend Money limits set forth in Section 18.b, the terms and conditions applicable to Bluebird Checks set forth at the Website, and Applicable Law.

b. Ordering Bluebird Checks

Bluebird Checks can only be ordered online at the Bluebird Site.

You may only use Bluebird Checks ordered from us or from a vendor that we have authorized.

c. Pre-Authorization Required; Pre-Authorization Process

Bluebird Checks are different than standard personal checks. Each Bluebird Check must be pre-authorized prior to use, and in order to obtain pre-authorization, you must have Available Funds in your Bluebird Account in an amount at least equal to the Bluebird Check you wish to write. You must have sufficient Available Funds in your Bluebird Account at the time you obtain pre-authorization. Bluebird Checks that have not been pre-authorized will not be honored by us, regardless of whether there are sufficient Available Funds in your Bluebird Account to cover the amount of the Bluebird Check.

To pre-authorize a Bluebird Check, you must log in to your Bluebird Account online at the Bluebird Site or through the Bluebird Mobile Application, select the "pre-authorize a check" option, and provide the information requested, including Bluebird Check number, Bluebird Check amount and, for Checks in amounts greater than \$2,000, additional information, including Payee name and address. We reserve the right to change the pre-authorization procedure at any time, without notice.

You can submit a pre-authorization request 24 hours a day, 7 days a week, except when our systems are unavailable for required maintenance or due to system outages. We are not responsible for any damages that may result from the unavailability of pre-authorization services for Bluebird Checks at any time.

Pre-authorization of Bluebird Checks in amounts of \$2,000 or less will generally be provided immediately upon request, assuming sufficient Available Funds in your Bluebird Account. Pre-authorization of Bluebird Checks in amounts greater than \$2,000 will generally take two to three business days to process, and may require confirmation of your pre-authorization request over the telephone and your provision of additional information. If we request additional information and you do not provide it within the timeframe requested, the pre-authorization may not be provided. If you need to make a payment greater than \$2,000 in a short time-frame, consider using our Pay Bills feature or other means of payment.

The timeframes for providing pre-authorization in the preceding paragraph are estimates only. It may take longer to provide a pre-authorization.

We reserve the right and shall not be liable to you for a determination, not to approve one or more of your pre-authorization requests with respect to Bluebird Checks for risk management, security or other reasons or if we suspect fraud.

Immediately upon pre-authorization of your Bluebird Check in an amount of \$2,000 or less, your Available Balance will be decreased by the amount of the relevant Bluebird Check. For pre-authorization requests in respect of Bluebird Checks in amounts greater than \$2,000, we will, upon receipt of your pre-authorization request and pending decisioning, hold funds in your

Bluebird Account in an amount equal to the amount of the requested Bluebird Check, and debit your Available Balance in the amount of the relevant Bluebird Check upon pre-authorization (or release the hold on such funds in the event we make a determination not to approve the pre-authorization request). If your requested pre-authorization of a check is declined by us, you may not use that check or check number for a different or future pre-authorization request. When we pre-authorize your Bluebird Check, we will provide you with an 8-digit Pre-Authorization Code. The Pre-Authorization Code must be written by you on the face of your Bluebird Check in the space indicated. The Payee of your Bluebird Check, by calling the telephone number on the face of your Bluebird Check and providing the Pre-Authorization Code and other Bluebird Check details, can verify that the Bluebird Check you have delivered to them was pre-authorized.

d. Stop Payment

You can stop payment on a Bluebird Check written on your Bluebird Account, but only before the Payee has confirmed the pre-authorization of the Bluebird Check or we have become legally obligated to pay the Check. Your Bluebird Account must be open in order to stop payment on a Bluebird Check.

To stop payment on a Bluebird Check, simply call Customer Service. After authentication, you must provide us with the Bluebird Check number and check amount so that we can identify the item. It may take up to one full business day from the time we receive this information until a stop payment order becomes effective. If the Bluebird Check is presented for payment before the stop payment order becomes effective, then we will likely honor the item.

Unless we have already paid the Bluebird Check, we will recredit your Bluebird Account for the amount of the Bluebird Check within one (1) business day of your stop payment order on the check becoming effective. We will also cancel the Pre-Authorization Code associated with the Bluebird Check for which you have stopped payment, and that Pre-Authorization Code and the physical check may not be used again. If you need to write a new Bluebird Check to the payee after you stop payment on a Bluebird Check, you will need to obtain a new Pre-Authorization Code.

e. Bluebird Check Pre-Authorizations Expire 180 Days After Provided

Each Pre-Authorization Code we provide will expire 180 days after we provide it, and if a related Bluebird Check is later presented for payment, we will dishonor it. Promptly and in any event within ten (10) days after expiration of a Pre-Authorization Code, we will credit your Bluebird Account with Available Funds in an amount equal to the related Bluebird Check. Note that you might still be liable to the Payee for the amount of the Bluebird Check even after the Pre-Authorization Code expires.

Please note that the pre-authorization expires 180 days after we provide the pre-authorization; not 180 days after you write the Bluebird Check.

f. Accuracy of Information

You are responsible for the accuracy of all information you provide in connection with each pre-authorization request you initiate, including the identifying information of the Bluebird Check, the amount of the transaction and, if requested, the Payee name and address.

g. Protecting your Bluebird Checks

You must protect your Bluebird Checks and related information from theft and unauthorized use. You must write your Bluebird Checks in a way that prevents someone else from completing,

altering, or adding to them without your authorization. If you become aware that any checks or other documents and information have been lost or stolen, you must notify us immediately. If you fail to do any of these things, you may be responsible for any losses that may result.

h. Incomplete, Future-Dated, or Conditional Bluebird Checks

You agree not to write a Bluebird Check that is incomplete, future-dated, or conditional (i.e., one that tries to limit the time or method of payment, such as "Void after 90 days" or "Valid only for \$1,000 or less"). We have no duty to discover, observe, or comply with such checks. If we pay a conditional Bluebird Check, the conditions do not apply to us.

i. Limitation of Our Liability

We will not be liable for any losses which arise, directly or indirectly, in whole or in part, from our determination not to pre-authorize a check or honor a pre-authorized check for any reason, including causes beyond our control. In some instances, a properly pre-authorized Check that is presented may be declined if we receive incomplete or inaccurate information from the any of the banks involved in the collection process. Similarly, we may decline a properly pre-authorized Check when inaccurate or incomplete information prevents us from confirming that a specific Check was pre-authorized or if fraud is suspected.

If we dishonor a Bluebird Check, the Payee might impose a service fee or take legal actions against you as permitted by law. We are not responsible for any losses or costs that you incur as a result of a dishonor under the circumstances described in the preceding paragraph.

Please note: Subaccount Users are not currently eligible to use Bluebird Checks.

In order for a Bluebird Check to be pre-authorized, your Bluebird Account must have Available Funds at least equal to the amount of the Bluebird Check for which pre-authorization is requested at the time pre-authorization is requested and is provided.

You can stop payment on a Bluebird Check by calling Customer Service, but only before we have paid the check or become legally obligated to pay the Check, or the Payee has confirmed the pre-authorization status of the check.

Bluebird Check pre-authorization requests can only be submitted for immediate processing. We reserve the right, and shall not be responsible to you for a determination, not to approve one or more of your pre- authorization requests with respect to Bluebird Checks for risk management, security or other reasons or if we suspect fraud. We shall have no liability in the event we cannot pre-authorize a Bluebird Check due to insufficient funds in your Bluebird Account or the payment to the Payee being blocked for any reason.

We reserve the right, in our sole discretion and subject to Applicable Law, to change the amount of your Bluebird Check transaction limits, limit, block or place a hold on certain types of transfers or transactions, limit, suspend or block payment by Bluebird Check to particular persons, entities or recipients and/or suspend your access to the Bluebird Checks feature, in our sole discretion.

You cannot use the routing and account numbers on a Bluebird Check to set up a Direct Deposit or recurring ACH payments To set up a Direct Deposit, use the routing and account numbers set forth on our Direct Deposit form.

8. SENDING MONEY TO (AND REQUESTING MONEY FROM) OTHER USERS

a. Send Money Transactions; Limits

The Accountholder may use Bluebird to send money to, and request money from, another User, subject to the payment of any fees that apply to your transaction and the terms and conditions of this Agreement. A Subaccount User may send money to another User and request money from his or her own Main Accountholder, subject to the Send Money transaction limits the Main Accountholder sets for the Subaccount, the payment of any fees that may apply to the transaction and the terms and conditions of this Agreement. "Send Money" and "Request Money" transactions can be conducted either via the Bluebird Site or the Bluebird Mobile Application. Payment to a merchant, business, or any type of commercial entity, or a payment (or request) sent in connection with the sale of goods or services or for payment on a debt or amount owed, is not an eligible use of Send Money and is prohibited (Pay Bills is the only currently approved means of sending payments to a merchant, business or other commercial entity via Bluebird).

Please note: The Accountholder and linked Subaccount Users may, in the aggregate, Send Money in amounts not to exceed \$2,500 per transaction and \$2,500 per month, subject to the Spend Money limits set forth in Section 18.b. We do not currently charge any fees for Send Money transactions.

Send Money transactions will be funded from and to the extent of Available Funds in the relevant Bluebird Account or Subaccount or as otherwise provided in this Agreement.

We reserve the right, subject to Applicable Law, to change the amount of your Send Money transaction limits, limit, block, or place a hold on certain types of transfers or transactions and/or limit, suspend or block your transfers to particular persons, entities or recipients and/or suspend your access to the Send Money service, in our sole discretion. The following table summarizes the Send Money and Request Money transactions that can be initiated by Members and Subaccount Users:

		Receiver			
		Accountholder A	Accountholder B	Subaccount User A	Subaccount User B
Sender	Accountholder A		Yes	Yes	No
	Accountholder B	Yes		No	Yes
	Subaccount User A	Yes	Yes		No
	Subaccount User B	Yes	Yes	No	

b. Send Money Authorizations

Each time you initiate or accept a Send Money transfer through Bluebird, you authorize us to debit or credit the relevant accounts on your behalf in accordance with your instructions and the terms and conditions of this Agreement. Your authorization permits us to complete the transfer (including deducting any applicable fees) and to correct any errors in the transfer, to the extent permitted by Applicable Law. You also authorize us to debit your Bluebird Account, Subaccount(s), Goals or any of your linked Add Funds Sources, if another User did not actually have sufficient good funds to pay for a transfer that was credited to you. All transfers must comply with Applicable Law.

c. Refused and Returned Send Money Transactions

In the event an intended recipient refuses or fails to accept your Send Money transaction, you agree that you will not hold us liable for any damages resulting from such refusal or failure.

Send Money transactions, unless earlier cancelled by you in accordance with the terms and conditions of this Agreement, are available for acceptance by the recipient for thirty (30) days. We will promptly return to your Available Funds any Send Money transaction that has not been accepted by the recipient within thirty (30) days after the date you initiated the Send Money transaction. Notwithstanding the foregoing, if the recipient earlier informs us they are rejecting your Send Money transaction, then we will return such amount to your Available Funds promptly after being so informed.

d. Send Money Transactions to Non-Registered Users

When you initiate a Send Money transaction to a person who is not a registered Bluebird User, provided the person to whom you are trying to Send Money has not opted out of receiving email communications from us, we will attempt to notify the person via email about the process to become a registered User and accept the funds. If the person becomes a registered User and accepts the Send Money transaction within thirty (30) days after you initiate the transaction, then the funds will be transferred to that person's Account and made available to the person in accordance with the terms and conditions of this Agreement. If the person does not become a registered User and accept the Send Money transaction within such thirty (30) day period, or if you cancel the transaction before the person becomes a registered User and accepts the transaction, we will return the funds to your Available Funds within three (3) business days after any such event.

9. RECEIVING MONEY FROM OTHER USERS

The Accountholder may use Bluebird to request or receive money from another User, and a Subaccount User may use Bluebird to request or receive money from the Accountholder ("Receive Money"), subject to the payment of any fees that may apply to your transaction and the terms and conditions of this Agreement. Receive Money transactions may be conducted via the Bluebird Site or the Bluebird Mobile Application.

Please note: No fee is currently imposed in connection with Receive Money Transactions conducted by Users or Subaccount Users.

To the extent allowed by Applicable Law, we reserve the right to change the amount of your Receive Money transaction limits, limit, block, or place a hold on certain types of transfers or transactions and limit, suspend or block transfers from particular persons or entities and/or suspend your access to the Receive Money service in our sole discretion.

10. ADDING FUNDS TO YOUR BLUEBIRD ACCOUNT

An Accountholder may add funds to his or her Bluebird Account from any of the sources described in this Section 10, as well as via Receive Money and Mobile Check Capture (each such funding source, an "Add Funds Source," and each such funding transaction, an "Add Funds" transaction). Certain Add Funds Sources may only be used after the Accountholder activates his or her Bluebird card, and the Bank Account (as defined below) Add Funds Source is only available as a funding source to Members who have linked their Bank Accounts prior to October 28, 2015. We reserve the right to delay the availability of funds added to your Bluebird Account from your Add Funds Sources until such funds have cleared and posted to your Account, and we may change accepted Add Funds Sources and related tender types for the Bluebird Account at any time for legal, risk management, security or other purposes.

We reserve the right, subject to Applicable Law, to change the amount of your Add Funds transaction limits, limit, block, or place a hold on certain types of transfers or transactions, limit,

suspend or block your transfers from particular Add Funds Sources, persons or entities and/or suspend your ability to Add Funds from any or all Add Funds Source(s), in our sole discretion.

Please note: The aggregate amount of funds that may be added to a Bluebird Account from all Add Funds Sources, exclusive of Direct Deposit, may not exceed \$10,000 per calendar month, subject to the Add Money limits set forth in Section 18.b.

The aggregate amount of funds that may be added to a Bluebird Account from a Bank Account may not exceed \$10,000 per transaction and from a Debit card may not exceed \$200 per transaction, \$200 per day, and \$1,000 per month, subject to the Spend Money limits set forth in Section 18.b.

Funds may not be added directly to Subaccounts from Add Funds Sources. A Subaccount can be funded only by a transfer of funds from the Master Accountholder's Bluebird Account to the linked Subaccount.

YOU WILL NOT RECEIVE INTEREST ON FUNDS IN YOUR BLUEBIRD ACCOUNT OR SUBACCOUNTS.

a. Direct Deposit

An Accountholder, after activation of his or her Bluebird card, may arrange to have all or part of his or her paycheck or any Federal or state government benefit or payment (e.g., Federal tax refunds or social security payment) transferred directly to the Accountholder's Bluebird Account by the Accountholder's employer or relevant government payer. To enroll, the Accountholder will need to provide the Accountholder's employer with the Direct Deposit enrollment form available on the Bluebird Site or any alternate or additional form requested by the Accountholder's employer. In the case of government payments, the Accountholder will need to provide the account and routing numbers on our Direct Deposit form to the government payer. Funds transferred via Direct Deposit generally will be available on the day we receive the transfer, and you may review your periodic statements or transaction history on the Bluebird Site or call Customer Service to verify that each Direct Deposit has been received. We reserve the right to accept, reject or limit transfers via Direct Deposit in our sole discretion. If you wish to cancel Direct Deposits, you must contact your employer.

Please note: To assist in the prevention of fraud in connection with tax refunds, we require that (i) the name and social security number associated with each refund payment must match the name and social security number associated with your Bluebird Account, and (ii) in the case of joint tax returns, the first name and social security number associated with the refund payment must be the name and social security number of the Bluebird Accountholder.

To assist in prevention of fraud in connection with other electronic transfers to your account, such as government payments, salary and payroll deposits, we require that the name and/or social security number associated with each payment must match the name or social security number associated with your Bluebird Account.

Payments by the U.S. Government in the form of paper checks may be added to a Bluebird Account through the Accountholder's use of Bluebird's Mobile Check Capture service, as further described in Section 11.

To avoid disruption of your Direct Deposits, please ensure that the aggregate Add Funds transaction and Total Balance limits of the Bluebird Account are not exceeded.

We do not charge any fees to set up or maintain Direct Deposit.

b. Bank Account

An Accountholder who, prior to October 28, 2015, linked an eligible consumer checking or savings account held by the Accountholder at a U.S. financial institution ("Bank Account") to his or her Bluebird Account online at the Bluebird Site or via the Bluebird Mobile Application may transfer funds from the Bank Account to his or her Bluebird Account, or return funds from his or her Bluebird Account to the Bank Account, from time to time by means of an Automated Clearing House ("ACH") transaction(s). An Accountholder who, on or after October 28, 2015, linked or links a Bank Account to his or her Bluebird Account may return funds from his or her Bluebird Account to the linked Bank Account (but may not transfer funds from the Bank Account to his or her Bluebird Account). By linking a Bank Account (i) you represent that you are the owner of the Bank Account and, if there are additional owners, you are authorized by them to withdraw or add funds and take all other actions required or permitted by this Agreement, and (ii) you provide the ACH Authorization and Agreement set forth below. If you choose to link a Bank Account, please note that the financial institution holding the Bank Account might have limits on transactions that may be performed using a savings account and/or checking account. You should review your account agreement with the financial institution that holds your Bank Account to determine any applicable limitations it will impose on the use of your Bank Account to Add Funds to or withdraw money from your Account.

Please Note: The transfer of funds to and from your Bluebird Account from a linked Bank Account are subject to the Add Funds and Spend Money limits set forth in Section 18.b.

Funds added to your Bluebird Account from your linked Bank Account will generally be available within five (5) business days after initiation of transfer.

Depending on your bank's policies and terms, you may be able to add funds to your Bluebird Account from your checking or savings account by initiating a transfer from your bank account into your Bluebird Account. Consult with your bank for bank origination fees that may apply.

i. ACH Authorization and Agreement: By supplying your Bank Account number(s) to us via the Bluebird Site or Bluebird Mobile Application in connection with your election to Add Funds to or withdraw money from your Account from time to time through a Bank Account, you provide this ACH Authorization and Agreement ("ACH Authorization and Agreement") and certify and agree as follows: (i) you are the owner of the Bank Account(s) whose number(s) you have supplied and designated as an Add Funds Source for your Account, such Bank Account(s) is/are a consumer account(s) and you are authorized to make withdrawals from it/them and credits to it/them without the approval or participation of anyone else; and (ii) you authorize us to initiate credit or debit entries to your Bank Account(s) from time to time until your Bluebird Account is closed and no further credits or debits are authorized or permitted under this Agreement. You acknowledge and agree that (i) the origination of ACH transactions to and from your Bluebird Account, and as applicable Subaccount, must comply with the provisions of Applicable Law, and (ii) you will receive at the primary email address of record you have provided via the Bluebird Site any required notices of variations in the amount or timing of debits or credits to your linked Bank Account(s).

Your ACH Authorization and Agreement is a continuing one that will remain in full force and effect until you cancel this ACH Authorization and Agreement by unlinking your linked Bank Account(s) by logging into your Account on the Bluebird Site and removing the relevant Bank Account. You agree to do so in time for us to have a reasonable opportunity to act on your

cancellation and you understand that you may only give notice of cancellation of this ACH Authorization and Agreement by unlinking your linked Bank Account(s) by logging onto your Bluebird Account on the Bluebird Site, and failure to do so will void your notice of cancellation. You understand that, to the extent permitted by Applicable Law, you will be deemed to have signed this ACH Authorization and Agreement by entering your Bank Account number(s) on the Bluebird Site as a symbol of your signature. You authorize us to date this ACH Authorization and Agreement as of the date you submit your Bank Account number(s) and you agree to print and save a copy of this ACH Authorization and Agreement.

ii. Account Verification: When you provide us with your Bank Account information, and as a condition to your using such Bank Account as an Add Funds Source, we will need to verify your identity, authority and/or access to the Bank Account you identify. To do so, we will make two small deposits to the Bank Account you identified. After receiving these deposits, you will need to log into your Bluebird Account and verify the amounts of these deposits.

c. Debit Card

An Accountholder, after activation of his or her Bluebird Account, may add funds to his or her Account by accessing the Bluebird Site or the Bluebird Mobile Application or calling Customer Service and linking one valid debit card or debit/payroll card ("Debit Card") issued in the Accountholder's name. The debit card you link to your Account must be issued by a U.S. financial institution or entity and may not already be linked to another User's Account. Funds added to your Bluebird Account from your debit card are generally available immediately after completion of the transaction.

By supplying your debit card details to us in connection with your election to add funds to your Bluebird Account from time to time through your debit card, you certify and agree as follows: (i) you are the owner of the debit card whose number and other details you have supplied and designated as an Add Funds Source for your Account; and (ii) you authorize us to initiate debit and credit transactions to your debit card from time to time until your Bluebird Account is closed and no further debits and credits are authorized or permitted under this Agreement, and (iii) you agree NOT to transfer funds from your Bluebird Account to your linked Debit card.

We may take actions to authenticate your address, identity or authority to use the debit card you identify as an Add Funds Source at any time. We are not responsible if linking and conducting a transaction from a debit card to your Bluebird Account results in an overdraft, over-limit, non-sufficient funds, or any other fee(s) or charge(s) associated with such transaction that may be charged by the financial institution or entity that issues you that debit card. Your debit card-issuing bank may charge you a cash advance fee when adding funds to the Bluebird Account via debit card. Please carefully inspect your debit card transaction statements, and if such charges arise, contact your debit card bank for appropriate disposition.

Please note: The aggregate amount of funds you may add to the Account from your Debit card may not exceed \$200 per transaction, \$200 per day, and \$1,000 per month, subject to additional limits in circumstances in which we have not verified all of the identity and other personal information you have provided, and further subject to the Spend Money limits set forth in Section 18.b.

d. Cash Funding

An Accountholder may add funds to his or her Bluebird Account by presenting his or her card and cash or other acceptable tender at a participating retailer (a "Swipe Reload"), or by using

other cash funding sources and methods accepted by us from time to time (collectively, "Cash Funding Sources").

PLEASE NOTE:

We reserve the right to delay the availability of funds added to your Bluebird Account from any of these Cash Funding Sources until such funds have cleared and posted to your Account, although such funds will generally post within thirty (30) minutes of the funding transaction. We may change accepted tender types and funding methods for the Account at any time for legal, risk management, security or other purposes.

Please note: Cash Funding Sources are services and products provided by third parties. Even though we allow the use of these Cash Funding Sources to Add Funds to your Bluebird Account, we do not provide these services or products and are not responsible for any service issues that arise with them. Use of a Cash Funding Source is subject to the terms and conditions established by the provider of the Cash Funding Source.

Although American Express does not charge any fees in connection with your Adding Funds to your Account via Cash Funding Sources, the third parties providing such Cash Funding Sources may charge fees for their products and services.

Each transaction using Swipe Reload must be at least \$1. Each transaction using other Cash Funding Sources must be at least \$20.00. The maximum amount of funds you may add to your Account via Cash Funding Sources is \$2,500 on any day and \$5,000 in any calendar month, subject to the Add Money limits set forth in Section 18.b.

Cash Funding Sources cannot be used to add funds directly to a Subaccount.

In order to Add Funds to your Bluebird Account via "Swipe Reload," simply present your Bluebird card and cash (or other accepted tender type) at a participating retailer. Your Bluebird card will be "swiped" and funds added to your Account.

When you attempt to Add Funds to your Bluebird Account via a Cash Funding Source, we will notify you via email when the transaction is completed successfully. You may also view any approved transactions by logging into your Account on the Bluebird Site or via the Bluebird Mobile Application.

e. Recurring Payments to Your Account

Note: Beginning 10/28/2020 and until further notice, scheduled recurring transfers from a debit card/bank account to your Bluebird Account and from your Bluebird Account to a Subaccount or Goals will be temporarily unavailable. You may continue to make one-time transfers. We apologize for the inconvenience.

An Accountholder, after activation of his or her Bluebird card, may pre-authorize recurring transfers to his or her Bluebird Account from a linked Debit card. An Accountholder who has linked a Bank Account to his or her Bluebird Account prior to October 28, 2015 may additionally pre-authorize recurring transfers to his or her Bluebird Account from the linked Bank Account.

You may establish automatic periodic funding onto your Bluebird Account from your Bank Account or Debit card by directing us to initiate periodic funds transfers from your Bank Account or Debit card. If you choose automatic periodic funding, each time a new period occurs, we will

automatically transfer funds (assuming there are available funds in the Bank Account or Debit card you select) in the amount you establish into your Bluebird Account from the Add Funds Source selected to perform this automatic periodic funding.

If you choose automatic replenishment funding, each time your Bluebird Account balance falls below the pre-set balance of your choosing, we will automatically transfer funds (assuming there are available funds in the Bank Account or Debit card you select) in the amount you establish into your Bluebird Account from the Add Funds Source selected to perform this automatic replenishment funding.

Except as otherwise required by Applicable Law, funds transferred via the automatic funding option may not be immediately available and are subject to the restrictions and limitations set forth in this Agreement, including but not limited to, all applicable fees and transaction limits on your Account. You may also click on the "Main Account" tab on the Bluebird Site, consult your periodic Account statement or call Customer Service to see if the funds have been transferred to your Account. If you instruct a third party to send pre-authorized transfers to your Bluebird Account at least once every sixty (60) days, the person or entity making the transfer should notify you if the transfer does not occur. You may also click on the "Main Account" tab on the Bluebird Site, consult your periodic Account statement or call Customer Service to see if the funds have been transferred to your Account.

11. BLUEBIRD MOBILE CHECK CAPTURE BY INGO® MONEY

a. Service

The Accountholder may use Bluebird's Mobile Check Capture by Ingo® Money service ("Mobile Check Capture") to submit checks to a national bank ("Bank") identified in the Mobile Check Capture by Ingo Money Service [Terms and Conditions](#) ("Mobile Check Capture Terms and Conditions") for credit to the Accountholder's Bluebird Account. The Mobile Check Capture service can be accessed exclusively via the Bluebird Mobile Application.

Please note: Mobile Check Capture transactions are subject to the fees described in Section 18.a and the Limits described in Section 18.b.

Subaccount Users are not currently eligible to use Mobile Check Capture.

Note: As of 2/13/2022, Mobile Check Capture is not available for use in the state of New York.

b. Service Providers; Terms of Service

Mobile Check Capture is operated and provided by Ingo Money, Inc. ("Ingo Money") and the Bank, and is subject to Ingo Money's and the Bank's Mobile Check Capture [Terms and Conditions](#) and Ingo Money's and the Bank's [Privacy Policy](#), the terms and conditions applicable to Mobile Check Capture set forth at the Bluebird Site and the Bluebird Mobile Application, and the terms and conditions of this Accountholder Agreement. We are not responsible for Ingo Money's or the Bank's acts or omissions in their provision of Mobile Check Capture.

In providing Mobile Check Capture, Ingo Money will verify your identity and review your checks for approval. Because Ingo Money is assuming the risk of collection of the amount of your check from the writer of the check, Ingo Money may approve your check for funding or reject your check in its sole discretion based on a variety of factors.

The Bank will deposit your checks in its own account for clearing and collection and is responsible for crediting funds from your checks to your Bluebird Account (net of applicable fees). Approved and funded checks that return unpaid will be transferred by the Bank to Ingo Money for collection.

c. Funds Availability Options; Fees

Mobile Check Capture allows the Accountholder to select between two funds availability options: **Money in Days** (10-Day Delayed Funding) and **Money in Minutes** (Expedited Funding).

Money in Days - If the Accountholder submits a check using the **Money in Days** option, the Bank will credit your Bluebird Account for the amount of the check in 10 days if Ingo Money approves your check and it is not returned unpaid within the 10 day-period. There is no fee charged for **Money in Days** transactions.

Money in Minutes – If the Accountholder submits a check using the **Money in Minutes** option, Ingo Money will review your check for approval within one hour. If Ingo Money approves your check, the Bank will credit your Bluebird Account for the amount of the check, less applicable fees, typically within a few minutes. There is a fee charged for each **Money in Minutes** transaction, as follows:

1% of the check amount for payroll and government checks with a pre-printed signature, with a minimum fee of \$5;
or

5% of the check amount for all other accepted check types, including hand-signed payroll and government checks, with a minimum fee of \$5.

d. Eligible Checks

Ingo Money and the Bank accept most types of government, payroll, personal and other checks for review and approval. They do not generally accept credit card checks, traveler's checks other than American Express Travelers Cheques, "starter checks" or other checks that do not have the check writer's name and address pre-printed on the check, U.S. Savings Bonds, or checks drawn on accounts located outside of the United States, Puerto Rico, and U.S. Virgin Islands or checks payable in currency other than US Dollars. All checks must have the writer's name and address pre-printed on the check, be dated on or before the date of submission, be made out to the Accountholder as your name appears on your Bluebird Account, have matching numbers in the two amount lines, be signed by the check writer, be endorsed by the Accountholder (and any other payee, and the endorsement must match the name on the payee line on the front of the check. Ingo Money and the Bank do not generally accept checks you have written to yourself.

e. Transaction Limits

Subject to the overall Add Money limits set forth in Section 10.b, each check you submit via Money in Minutes must be in an amount between \$20 and \$5,000, and each check you submit via Money in Days must be in an amount between \$.01 and \$5,000. Your use of Mobile Check Capture is limited to \$5,000 in checks per day and subject to your overall Add Funds limit set forth in Section 18.b.

f. Additional Limits

We and Ingo Money and the Bank reserve the right, subject to Applicable Law, to change the amount of your Mobile Check Capture limits or impose additional limits, limit, block, or place holds on certain types of Mobile Check Capture transactions and/or limit, suspend or block your transmission of checks from particular persons or entities or your access to the Mobile Check Capture feature in our respective sole discretion.

g. Privacy

Your personal data is collected by Ingo Money and the Bank (including, as provided by us) when you access the feature, when you submit checks for funding, when you otherwise provide it to Ingo Money and the Bank, and when Ingo Money and the Bank collect it during the provision of their services. Please refer to Ingo Money's and the Bank's [Privacy Policy](#) for information regarding Ingo Money's and the Bank's use of this information.

h. Third Party information

Ingo Money and the Bank may obtain information and reports about you and your financial and transaction history from credit reporting agencies, other data sources, and from us in order to help them assess the risk of checks you submit for their approval.

i. Limitation of Liability

We will not be liable for any losses that arise, directly or indirectly, in whole or in part, from your negligence, omissions or breach of this Agreement or Ingo Money's and the Bank's Mobile Check Capture [Terms and Conditions](#), any error, omission or delay in your transmission of any check, any error or delay due to telecommunications or systems failure or the unavailability of Mobile Check Capture due to other causes beyond our reasonable control, or the return of any check by the institution upon which it is drawn.

j. Hours of Service

An Accountholder may use Mobile Check Capture 24 hours a day, 7 days a week, except when the system is unavailable for required maintenance or due to system outages. We are not responsible for the unavailability of Mobile Check Capture or any damages that may result from its unavailability.

l Smartphone

In order to use Mobile Check Capture, you must obtain and maintain, at your own cost, a smartphone upon which the Bluebird Mobile Application has been installed. We assume no responsibility for defects, failures, or incompatibility of Mobile Check Capture with your smartphone or other hardware or software used in connection with Mobile Check Capture, including any third party software you may need to use Mobile Check Capture. We have no obligation to make the Bluebird Mobile Application, or the Mobile Check Capture functionality within the Bluebird Mobile Application, available on any particular device. We may disable the Mobile Check Capture functionality within the Bluebird Mobile Application on any mobile device in our sole discretion. We might do this if we have concerns about the security of information transmitted through such mobile device.

12. BLUEBIRD MOBILE APPLICATION; TEXT MESSAGING

a. Bluebird Mobile Application

The Bluebird Mobile Application allows you to use your mobile device to manage your Account and send, request, and receive payments through Bluebird. The Bluebird Mobile Application may not work with all mobile devices (it is currently available only for U.S. wireless telephone

numbers), and not all functionalities of Bluebird are available on mobile devices or through the Bluebird Mobile Application. The Bluebird Mobile Application does not permit or support currency conversion and is subject to the Send and Receive Money and other transaction limits the Main Accountholder sets for a subaccount. If you use the Bluebird Mobile Application, you are solely responsible for any fees that your wireless service provider or other third party charges, such as fees for messages and data services. Your wireless service provider is not the provider of the Bluebird Mobile Application or Bluebird, and we are not responsible for the hardware and/or mobile device you use in downloading and using the Bluebird Mobile Application, or for any third party software you may need to use the Mobile Application. Any third party software is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation.

b. Text Messaging

In order to receive text messages from us (e.g., about your Bluebird Account or Subaccount, offers and news about Bluebird, etc.) or use certain features of Bluebird that we may make available that require the use of text messaging, you must (i) opt in to the short message service or SMS, program ("SMS Service") on the Bluebird Site and (ii) expressly consent to receive text messages from us.

If you have successfully registered for and opted in to the SMS Service (which requires, among other things, successfully verifying the U.S. wireless telephone number(s) you wish to use in connection with your use of the SMS Service), you understand that you will receive text messages in connection with your use of the SMS Service to, among other things, provide you with the information you request, and otherwise in connection with certain transactions initiated by you, or initiated by other Users that wish to transact with you, via SMS (e.g., by sending to you, or requesting from you, money). In addition to those messages, you understand that, as part of the SMS Service, you also may receive error messages, confirmatory messages and other similar administrative messages from us via text at your U.S. wireless telephone number(s) you have provided for such purposes. Message frequency varies by Account, by transaction volume, and by preferences selected.

You understand that your wireless service provider's message and data rates may apply to text messages sent and received in connection with Bluebird (including, without limitation, any error messages, confirmatory messages or other administrative messages that you may receive in connection with your use of Bluebird), and may appear on your wireless service provider's bill or be deducted from your pre-paid wireless balance.

You may cancel your enrollment in the SMS Service at any time by replying "STOP" to any text message you receive from us, by texting "STOP" to 22473, or by logging into your Account or Subaccount via the Bluebird Site or via the Bluebird Mobile Application and cancelling enrollment, and you understand that, for your protection, you may receive a text message on your U.S. wireless telephone number confirming your cancellation. If you require information or assistance, reply "HELP" to any text message you receive from us or text "HELP" to 22473, or call Customer Service.

Subaccount Users may opt in to receive the SMS Service only if the Accountholder has granted permission to the Subaccount for this feature.

13. SUBACCOUNTS

Please note: On and after September 10, 2024, new Subaccounts will not be able to be established. Subaccounts established (and Subaccount Cards issued and activated) prior to September 10, 2024 will remain fully operative.

Bluebird has a feature that offers the Accountholder the ability to open and maintain one or more Subaccounts (each a “Subaccount”) connected to the Bluebird Account that the Accountholder can control and transfer money into (and out of) for use by Subaccount Users who meet the eligibility requirements of this feature.

Only an Accountholder with a valid Bluebird Account in good standing (meaning your Account is not presently subject to an open/pending investigation and you are not in violation of this Agreement or any other agreement we have with you) may open and maintain Subaccount(s) and receive Subaccount card(s) linked to the Subaccount(s).

By opening a Subaccount, the Accountholder, as Main Accountholder, consents to and agrees to be fully liable and responsible for all of the Subaccount User’s transactions, actions, obligations, uses and liability related to the Subaccount, any Subaccount card issued for that linked Subaccount, the Subaccount User’s use of Bluebird at any websites, and all other obligations of the Subaccount User related to the Subaccount or Subaccount card, including those obligations set forth in this Agreement.

At present, an Accountholder may open and maintain up to four (4) Subaccounts at any time. There may be only one Subaccount User for each Subaccount. We reserve the right, in our sole discretion at any time, to limit the number of Subaccounts the Accountholder may maintain with Bluebird.

The Accountholder may open and maintain Subaccounts for Subaccount Users who are at least eighteen (18) years of age and reside in the U.S.; provided, that where the Accountholder is an individual’s parent or legal guardian or has the appropriate consent from that individual’s parent or guardian, the Accountholder may open and maintain Subaccounts for Subaccount Users between the age(s) of thirteen (13) and eighteen (18) (or nineteen (19) where applicable), subject to the Accountholder’s and Subaccount Users’ meeting any eligibility requirements. Subaccounts are subject to all of the terms and conditions of this Agreement and all limitations (including transaction limits) imposed by us or the Accountholder on the Subaccount or Subaccount card, and by using Bluebird, each Subaccount User agrees to be bound by the terms and conditions of this Agreement (including all agreements and policies referenced in this Agreement or otherwise applicable to use of specific features of the Service which are required to be agreed to and accepted before use of such specific features). If a Subaccount User does not agree to all such terms and conditions, agreements and policies, the Subaccount User may not use or access the Subaccount or Subaccount card.

All Subaccount transactions count against the Accountholder’s transaction limits as though the Accountholder conducted the transactions himself or herself. For example, if the Accountholder has a \$750 per day ATM Withdrawal limit on his or her Bluebird Account and the Subaccount User withdraws \$250 from an ATM during a day, additional ATM Withdrawals from the Accountholder’s Account will be limited to \$500 that day.

If the Subaccount User violates this Agreement and allows someone else to use their Subaccount or Subaccount card, then the Accountholder agrees that all transactions, actions, obligations, and uses of the Subaccount or the Subaccount card conducted by that third person

(including transactions, actions, or uses of the Subaccount that exceed the authority granted to the third person by the Subaccount User) will be deemed to be those of the Subaccount User and that the Accountholder will be liable for those transactions as well.

The Accountholder agrees to provide copies of all relevant agreements, consents and disclosures regarding Bluebird, including but not limited to copies of this Agreement and the Privacy Notice and Privacy Statement, to each Subaccount User. Closure of a Subaccount results in termination of your privileges with respect to the associated Subaccount card. The Main Accountholder sets a username and a password for each Subaccount. When a Subaccount User logs in for the first time with the username and password, he or she will be prompted to select a PIN and security question and answer for the Subaccount. The Subaccount User can change his or her PIN, password and security question and answer on the Subaccount he or she is authorized to use in accordance with our procedures. We may place a temporary hold on the Subaccount, or suspend or terminate the Subaccount, if the password or PIN has been compromised or if the Subaccount card is lost or stolen. In the event the PIN or the Subaccount card becomes lost or stolen, the Subaccount User or Accountholder should notify us immediately by calling Customer Service.

Please note: Most Subaccount card functionality will not be available until the Subaccount User verifies his or her email address and activates the Subaccount card.

a. Eligibility

A Subaccount User is the person(s) designated and authorized by the Accountholder to use a Subaccount or linked Subaccount card. Each Subaccount or linked Subaccount card shall be subject to the terms and conditions of this Agreement and any other terms and conditions applicable to Subaccounts or Subaccount cards.

The Subaccount card is for consumer use only and is not transferable. The Subaccount User may not permit any other person to use his or her Subaccount card. If the Main Accountholder tells us to revoke permission for an existing Subaccount User to use his or her linked Subaccount or Subaccount card, we may suspend use of, lock or close the linked Subaccount. Suspension, lock or closure of a Subaccount results in termination of all privileges with respect to the associated Subaccount card.

Any Accountholder who authorizes a minor to use a Subaccount or Subaccount card shall be the parent or legal guardian of the minor or have the current valid consent of the parent or legal guardian of the minor to provide the minor with access to a Subaccount or Subaccount card, as described further below. The Accountholder shall review all of the agreements, terms and conditions and fees contained in this Agreement and in all other applicable agreements, consents and disclosures with any such minor, and educate or instruct the minor regarding his or her use of the Subaccount and any Subaccount card. The Accountholder agrees that we may rely on all uses of the Subaccount and all acts taken with a Subaccount card by a minor, even if those acts or uses contravene the Accountholder's instructions to the minor. Except as otherwise required by Applicable Law, the Accountholder also acknowledges and agrees that this Agreement and all other applicable agreements, consents and disclosures, including without limitation the Privacy Notice and Privacy Statement, and any authorizations granted to us, apply to the minor's use of Bluebird, a Subaccount and any linked Subaccount card.

If the Accountholder allows a minor to use a Subaccount or Subaccount card but is not the minor's parent or legal guardian (e.g., the Accountholder is the minor's grandparent or relative), the Accountholder agrees to obtain permission from the minor's parent or legal guardian so that

the responsible person can have the above discussions with the minor and provide all of the above consents. The Accountholder represents and agrees that he or she has already done so or that you will do so before the minor first uses the Subaccount or any linked Subaccount card, and that we may rely on such representation and agreement.

b. Representations and Warranties

By opening, funding, Adding Funds to, using or authorizing the use of a Subaccount, the Accountholder represents that the information provided is true and correct and complete, that he or she is a resident of the United States; that the Subaccount User is at least thirteen (13) years of age and that where the Subaccount User is less than the age of majority in his or her state of residence, his or her parent or legal guardian has consented to his or her access to a Subaccount and Subaccount card.

c. Features

Subaccount features include, but are not limited to, the following:

a. Adding Value.

A Subaccount can be funded only by a transfer of funds by the Accountholder from the Accountholder's Bluebird Account to the Subaccount. All transactions made by the Subaccount User must be funded from the Available Funds held in the Subaccount, even if sufficient Available Funds are otherwise available in the Bluebird Account. All funds in the Subaccount are at all times owned by the Accountholder. If a Subaccount User attempts to conduct a transaction in an amount greater than (a) the Available Funds in the Subaccount, or (b) in excess of the transaction limits set on the Subaccount, the transaction will be denied, notwithstanding any available funds in the Account.

2. Default Settings.

The Accountholder may set up default settings to allow or prevent a Subaccount User from using certain Subaccount features or a Subaccount card and may change such default settings.

3. Fees.

There is no initial set-up fee to open a Subaccount. There is no fee imposed for an Accountholder to transfer Available Funds from his or her Account into or out of a linked Subaccount or to transfer funds between linked Subaccounts. However, Subaccount purchases, withdrawals and other transactions will be subject to the fees set forth in this Agreement otherwise applicable to Account and Bluebird card purchases, withdrawals and other transactions. Accountholders represent and warrant that they have advised all of their Subaccount Users of the fees that can apply.

4. Accountholder Controls on Subaccounts.

Set forth below are actions an Accountholder may take on a Subaccount:

- a. **Transfer Money Into a Subaccount.** The Accountholder may transfer Available Funds from his or her Account into a valid linked Subaccount.
- b. **Transfer Money Out of a Subaccount.** The Accountholder may transfer money from any linked Subaccount to the Accountholder's Account or to any other linked Subaccount.
- c. **Control Money Received by or Sent from the Subaccount.** The Accountholder may set controls ("Permissions") on the funds that can be received by a Subaccount from the

Accountholder's Account and on the amount of funds that can be sent or transferred out of the Subaccount by the Subaccount User.

- d. **Set Permissions.** The Accountholder may set Permissions to allow or prevent the Subaccount User from: (i) performing transactions above the limits or thresholds set by the Accountholder but in no event higher than the limits set by us on Subaccounts and the Accountholder's Account generally; (ii) making purchases online or offline using the Subaccount or any Subaccount card; and/or (iii) withdrawing funds from participating ATMs using a Subaccount card. Permissions may be changed by the Accountholder at any time.
- e. **Set Alerts.** The Accountholder may set alerts to be notified when a Subaccount balance drops below an amount set by the Accountholder.
- f. **View Subaccount Activities.** The Accountholder can view Subaccount balance(s) and Subaccount transaction history by logging into his/her Account and clicking on "My Account" on the Bluebird Site or via the Bluebird Mobile Application (limited history). The Subaccount User can view his or her Subaccount balance and Subaccount transaction history on the Bluebird Site or via the Bluebird Mobile Application (limited history).
- g. **Closure/Suspension of Use of Subaccount and Subaccount card.** Except as otherwise provided in this Agreement, the Accountholder may close a Subaccount he or she has opened at any time by contacting Customer Service. Closure of a Subaccount results in termination of privileges with respect to the associated Subaccount card. In order to close a Subaccount, the Accountholder must first transfer the balance of funds remaining in the Subaccount to the Accountholder's Account. The Accountholder may not be allowed to close a Subaccount under the circumstances outlined in Section 17. The Accountholder may suspend or terminate the Subaccount User's use of the Subaccount or Subaccount card by changing their Permissions for the Subaccount or Subaccount card on the Bluebird Site or by calling Customer Service. We will have a reasonable amount of time to effectuate such a requested change.
- h. **Disputes or Claims.** The Accountholder may file Disputes related to the Subaccount and Subaccount card as provided in this Agreement. The Subaccount User will not have access to or be able to file Disputes related to the Subaccount or Subaccount card.

5. Subaccount User Actions

Subject to the Permissions set by the Accountholder or by us, the transaction limits set on the Accountholder's Account and the terms and conditions of this Agreement, stated below are actions a Subaccount User may take (Note: Subaccount Users may not currently access the Pay Bills or Bluebird Checks features or Add Funds to their Subaccounts. Only an Accountholder may Add Funds to a Subaccount.)

- a. **Send Money and Request Money.** Where permitted by the Accountholder, a Subaccount User may use his or her Subaccount to send money to other Users and request money from the Accountholder. Subaccount Users may not receive money from Users other than the Accountholder.
- b. **Use the Subaccount card.** Subject to any limitations placed by us or the Accountholder, a Subaccount User may use his or her Subaccount card in the same manner and for the same purposes as a Bluebird card. Purchases and withdrawals may not exceed the amount of the Subaccount Available Funds and may not exceed any transaction limits set by the Accountholder. Purchases, withdrawals, and other transactions are subject to fees as described in this Agreement.
- c. **Change the Subaccount Email Address.** A Subaccount User may change the email address the Subaccount User has for his or her Subaccount.

- d. Change Subaccount Password or PIN. The Subaccount User may change the Subaccount password or PIN for his or her Subaccount at any time.
- e. View Available Funds, Total Balance, and Transaction History. The Subaccount User may view Available Funds, Total Balance and transaction history associated with his or her Subaccount online at the Bluebird Site or via the Bluebird Mobile Application.

6. Accountholder Responsibility for Subaccounts

The Accountholder is liable and responsible for all of the Subaccount User's actions, obligations and liabilities related to the Subaccount, Subaccount card and Bluebird, including liability for any transactions made by any person whom the Accountholder or Subaccount User authorizes or permits to use the Subaccount or Subaccount card. Any action taken by us on the Accountholder's Account may also apply to any linked Subaccount, and any action taken by us on a Subaccount may also apply to the Accountholder's Account. The Accountholder agrees to be liable for a negative Subaccount balance should one occur. We may recover amounts held in a Subaccount if the Accountholder owes any amounts to us, even if such liability is unrelated to the Subaccount. Should a Subaccount hold a negative balance, or if any other liabilities are charged to a Subaccount, any such amount may be taken from the Accountholder's Account, from other Subaccounts linked to the Accountholder's Account, from the Accountholder's Goals balance, or from any Add Funds Source linked to the Accountholder's Account, in any order selected by us. Any online agreements that are accepted by the Subaccount User related to his or her use of Bluebird, a Subaccount or Subaccount card are deemed accepted by the Accountholder as if the Accountholder had taken the action.

7. Prohibited Use

The Subaccount User may not use the Subaccount or Subaccount card to engage in any activities that may be illegal under Applicable Law, or that are otherwise prohibited by this Agreement. We reserve the right to limit, suspend use of, lock or close the Accountholder's Account and/or any Subaccount if we believe that the Subaccount User or Subaccount card User may engage in, has attempted or has engaged in, any prohibited activity or if we believe others may have attempted to use or have used the Subaccount or Subaccount card inappropriately. Closure of an Account and/or Subaccount results in termination of your privileges with respect to the associated Bluebird card and/or Subaccount card, as applicable. We may also block Subaccount and Subaccount card payments and transactions to any User or third party selling or offering products or Bluebird Services we believe may be illegal or inappropriate.

8. Additional Provisions Relating to the Subaccount Card

- a. ATM Withdrawal and Spending Limits. Subaccount transactions are subject to any daily and monthly limits that we set for the Accountholder's Account and Subaccounts generally, as well as any additional limitations that may be imposed by the Accountholder on the Subaccount.
- b. Pre-authorization Holds. Merchants may request a pre-authorization hold prior to allowing a Subaccount User to use their Subaccount card. In such an event, a hold may be placed on the Available Funds balance in the Subaccount equivalent to the amount of the pre-authorization request, and we will treat the Subaccount in accordance with the provisions contained in Section 5.d of this Agreement.

14. GOALS

Please note: On and after September 10, 2024, new Goals will not be able to be created. Goals established prior to September 10, 2024 will remain fully operative.

a. Overview and Establishment of Goals

The Accountholder may establish and manage Goals ("Goals") via the Bluebird Site or the Bluebird Mobile Application and transfer funds from the Bluebird Account to the Goals for the purpose of putting funds away towards specific goals, emergencies, or other purposes, subject to the term and conditions of this Agreement and the terms and conditions applicable to the Goals set forth at the Bluebird Site and the Bluebird Mobile Application.

At present, an Accountholder may establish five (5) Goals, and Subaccount Users may not establish Goals.

There are no fees associated with the establishment or use of Goals.

YOU WILL NOT RECEIVE INTEREST OR ANY OTHER EARNINGS ON FUNDS IN YOUR GOALS. WE ARE NOT A BANK, AND YOUR GOALS ARE NOT A BANK ACCOUNT OR A SAVINGS ACCOUNT.

Goals funds are insured by the FDIC on the same basis as Bluebird Account funds held in the custodial accounts we maintain for the benefit of Members (see Section 16.d for details).

b. Adding Funds to and Accessing Funds in Goals

Funds can only be added to Goals by transfer of funds (on a one-time or recurring basis) from your Bluebird Account. Funds so transferred are no longer considered part of your Available Balance and accordingly are not available for immediate spend or other use. For example, if you attempt to make a purchase or withdrawal from your Bluebird Account that exceeds the Available Balance, the purchase or withdrawal will not be authorized by us (except as otherwise provided in this Agreement), even if you have sufficient funds to cover the shortfall in your Goals.

To spend or otherwise use funds held in your Goals, the funds must be transferred from your Goals back to your Bluebird Account, at which time such funds will once again be considered part of your Available Balance.

If your Bluebird Account is suspended or frozen, you will not be able to transfer funds from your Goals to your Bluebird Account. This means that you will not be able to access the funds in your Goals until the freeze or suspension on your Bluebird Account is lifted.

Goals transactions are fully reflected in your transaction history, accessible via the Bluebird Site or the Bluebird Mobile App.

You agree that we may recover amounts held as your Goals if you owe any amounts to us, even if such liability is unrelated to the Goals.

Funds transfers between your Bluebird Account and Goals are immediately processed.

c. Recurring Transfers to Your Goals

Note: Beginning 10/28/2020 and until further notice, scheduled recurring transfers to a Subaccount or Goals will be temporarily unavailable. You may continue to make one-time transfers. We apologize for the inconvenience.

You may choose to have us transfer funds from your Account to your Goals on a recurring basis. If you instruct and authorize us to make recurring transfers from your Account to your

Goals, then we will continue to do so on a regular basis until you cancel the authorization, or except as provided below.

If there are insufficient funds in the Account at the time that a pre-authorized recurring transfer is scheduled to occur, then the transfer will not occur. We will not make a partial transfer (i.e., a transfer for less than the amount of the scheduled transfer) if the Available Funds are insufficient to cover the full amount of the scheduled transfer. We will not attempt to make the transfer after sufficient funds are subsequently added to the Account.

You may verify that a preauthorized transfer occurred as scheduled through the Bluebird Site or the Mobile Application, or by calling Customer Service.

You may stop a preauthorized recurring transfer through the Bluebird Site or the Mobile Application, or by calling Customer Service. If you cancel a preauthorized recurring transfer authorization at least three days before the next scheduled transfer, then we will stop that transfer. If you cancel a preauthorized recurring transfer authorization within three days of the next scheduled transfer, then we might not be able to stop the next scheduled transfer. If you instruct us to stop payment of an individual transfer, we will cancel the entire series of recurring transfers, and you will need to provide us with a new authorization in order to resume recurring transfers.

If you instruct us to stop payment on a recurring transfer via the telephone, then we may require you to provide us with written confirmation of the stop payment order within 14 days of the oral notification. If you do not provide us with this written confirmation within 14 days, then we will not be bound by your oral instructions after 14 days.

If we fail to stop payment of a preauthorized transfer in accordance with your instructions and the terms specified above, then we will be liable to you for all damages proximately caused by such failure. We will not be liable, however, if we can show by a preponderance of the evidence (1) that our failure resulted from an act of God or other circumstance beyond our control, that we exercised reasonable care to prevent such an occurrence, and that we exercised such diligence as the circumstances required; or (2) that our failure resulted from a technical malfunction which was known to you at the time that the transfer should have occurred. If our failure to stop payment of a preauthorized transfer was not intentional and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adapted to avoid any such error, we shall be liable only for actual damages proved.

Each preauthorized recurring transfer in a series must be in the same amount. If you wish to change the amount of recurring transfers, then you must cancel the authorization and provide us with an authorization for a new series of recurring transfers.

d. Closing Goals

Once established, Goals can be closed only in connection with the closure of your Bluebird Account. If you or we close your Bluebird Account, your Goals will be simultaneously closed, and the funds in your Goals will be returned to you on the same basis as the return of funds in your Bluebird Account.

15. [INTENTIONALLY DELETED]

16. ACCOUNT BALANCES

a. Available Funds and Total Balance

Your Bluebird Account or Subaccount has two types of balances: an available balance ("Available Funds") and a total balance ("Total Balance"). "Available Funds" are limited to the funds that have been added or received into your Account or, as applicable, Subaccount, that are not pending or subject to holds, Disputes, etc., and have not been transferred to your Goals. Available Funds are funds that you can use and conduct transactions with and are fully available to you. Your "Total Balance" represents the total of all funds in your Account or Subaccount, including incoming or outgoing funds or transactions that are pending and subject to settlement. For example, when you add funds to your Account from a linked Bank Account, the transaction is "pending" until the funds are received by us from your Bank Account and credited to your Account. Available Funds and Total Balance amounts may not always be the same. Funds in your Goals balance are considered as part of your Total Balance but not as part of your Available Balance.

A transaction will be listed in your Bluebird Account or Subaccount as "completed" when you receive credit or, where applicable, a withdrawal or Send Money, transfer or Pay Bills amount of a transaction you requested or a funds withdrawal associated with a pre-authorized Bluebird Check you have written has been debited and is performed. A transaction will be listed as "cancelled" if it cannot be completed as requested or if you or the other party with whom you attempted to engage in a transaction failed or refused to proceed with the transaction. A transaction will be listed as "pending funding" if you requested money from another User and he or she has accepted your request but is in the process of adding funds to his or her Account to complete the transaction with you.

Your Available Funds will decrease each time you use your Bluebird Account or, as applicable, Subaccount to transfer funds to another Account or Subaccount or your Goals or make withdrawals or payments and each time a fee is charged to your Account. You authorize us to reduce the Available Funds in your Account by the amount of each such transaction, any pre-authorization or authorization request, and any applicable fees or charges.

You are not allowed to expend funds in excess of the Available Funds in your Bluebird Account or Subaccounts through an individual transaction or a series of transactions. You may increase the Available Funds in your Bluebird Account through a receipt of funds from another User or the eligible Add Funds Sources, or by transfer of funds back from your Goals. In the event a transaction occurs that exceeds the Available Funds in your Account, we may in our sole discretion decline the transaction, or, if it occurs, you shall remain fully liable to us for the amount of the negative balance resulting from the transaction and any applicable fees or charges, and we reserve the right to require that you immediately forward payment to us in the amount of such negative balances. We may also recover the negative balance from the Subaccounts or Goals linked to your Account, or from any Add Funds Source linked to your Account, in whatever order we select.

You can check your Available Funds and Goals (i) online at the Bluebird Site, (ii) via the Bluebird Mobile Application, (iii) by texting "BAL" to BBIRD (22473) or (iv) by calling Customer Service. You can also check your Available Funds (and Goals balances) by swiping your card (or Subaccount card) at the point-of-service at participating retailers. Transaction receipts provided in respect of purchases and Swipe Reload transactions conducted at participating retailers will also contain a printout of Available Funds.

b. Not a Demand Deposit Amount

Except as otherwise provided by Applicable Law, when you sign up for Bluebird, you do not get, and neither the Account, the Subaccounts nor the Goals is, a demand deposit (checking) account, savings account, or other consumer asset account with us or with any bank partner. You receive a prepaid access Account and Bluebird card, or as applicable, a Subaccount and Subaccount card and Goals, through which you may store, spend and manage your money, pay for goods and services at merchants, withdraw money from ATMs, and make payments using electronic payment networks and certain other electronic and other methods. We will hold and move funds in accordance with Applicable Law.

c. No Interest Payments; Security Interest; and Set Off

You will not receive interest or any other earnings on funds in your Bluebird Account, Subaccount(s) or Goals. American Express Travel Related Services Company, Inc. is not a bank; it is licensed as a money services business in most U.S. states and subject to regulatory oversight by licensing authorities.

You grant us a security interest in and a lien upon any funds you send or receive through Bluebird to allow us to set off or deduct any amounts owed to us against those funds in the event you have a negative balance or otherwise fail to uphold the terms and conditions of this Agreement. You also authorize us to engage in other efforts to recover such amounts from you, such as collecting the amount of your negative balance (along with any applicable fees) from any one or more of your Accounts, Subaccounts, Goals, or linked Add Funds Sources, in whatever order we select.

d. Information Regarding FDIC Pass-Through Insurance Coverage and Bluebird

When you Add Money to your Bluebird Account, funds will be placed by us into one or more custodial accounts we maintain for the benefit of Members at one or more FDIC-insured banks (currently American Express National Bank) not later than the business day after those funds are reflected in your Total Balance. These custodial accounts will be set up to provide pass-through FDIC insurance. Subject to the limitations set forth below, this means that if a bank holding our custodial account fails, you should be insured by the FDIC up to the per-depositor coverage limit then in place (currently \$250,000 in most instances). Note that the FDIC insurance maximum applies to the aggregate of all funds that you have on deposit with the bank in your individual capacity, including funds that you have in deposit accounts other than the account in which your Bluebird funds are deposited.

Your Bluebird funds will not receive the benefit of FDIC insurance before they are placed in one of the custodial accounts referenced above. FDIC insurance coverage is contingent upon our maintaining accurate records and on determinations of the FDIC as receiver at the time of a receivership of a bank holding a custodial account referenced above.

FDIC pass-through insurance protects funds placed on behalf of a Bluebird Accountholder against the risk of loss (up to the then applicable FDIC deposit insurance limits) should any FDIC-insured bank(s) where we maintain custodial account(s) for the benefit of the Bluebird Accountholder fail. FDIC pass-through insurance does not protect you against the risk of our insolvency. In the unlikely event of our insolvency, funds we place in a custodial account for your benefit should be protected from claims by our creditors; however, it is possible that funds that we hold before placement in a custodial account will not be protected from claims by our creditors. Even if funds in your Bluebird Account (whether held by us or held in a custodial account) are protected from claims by our creditors in the unlikely event of our insolvency, it is possible that you will not have access to those funds while court or other legal proceedings are ongoing.

FDIC pass-through insurance also does not protect you against the risk that an Add Money transaction might fail or be reversed (for example, because an Add Money Source does not honor (or reverses) an Add Money transaction).

Please note: Funds on temporary cards not eligible for FDIC pass-through insurance. When you register online and establish a Bluebird Account, your temporary card funds (to the extent you provide us information about your temporary card at registration) will be transferred to your Bluebird Account and be eligible for FDIC pass-through insurance within one business day of establishment of your Bluebird Account.

Funds held in your Goals, and funds transferred between your Bluebird Account and Goals, will at all times be held in the custodial accounts we maintain for the benefit of Accountholders at FDIC member banks set up to provide FDIC pass-through insurance coverage.

17. CLOSING YOUR BLUEBIRD ACCOUNT

If you, as Accountholder, would like to close your Bluebird Account at any time, please call Customer Service. An Accountholder may close a Subaccount by the same mechanism. Closure of an Account and/or a Subaccount results in cancellation of the associated Bluebird card and/or Subaccount card, as applicable. Closure of your Bluebird Account also results in the closure of all Subaccounts and any Goals you may have set up. After the closure of your Account or Subaccount, your transaction history will no longer be available online, and you will need to request a paper statement from us if you wish to review your transaction history.

You may not close your Bluebird Account, Subaccount(s), or Goals to evade an investigation or a disputed transaction(s). You may not close your Bluebird Account or Subaccount if there is a negative balance in your Account or Subaccount, , if one or more pre-authorization codes with respect to Bluebird Checks you have written are unexpired, or if there is an investigation pending or a Dispute related to the Account or Subaccount or associated Bluebird card or Subaccount card, and subject to Applicable Law, we may hold your funds for up to thirty (30) days or longer to finish conducting the investigation and/or protect us or a third party against the risks of payment reversals, chargebacks, claims, fees, fines, penalties, and other liability.

You will remain liable for all obligations related to your Account, Subaccount(s), and Goals even after its closure.

18. FEES AND LIMITS

a. Schedule of Bluebird Services and Fees

Unless we otherwise waive one or more fees in accordance with the terms of a program, special promotion or offer we may sponsor from time to time, we will impose the fees for the respective transactions set forth in the schedule below conducted through your Bluebird Account as well as any Subaccount(s) unless stated otherwise. All fees are in U.S. Dollars and remain subject to change in our discretion and where notice is provided as required by Applicable Law.

Monthly fee \$0	Per purchase \$0	ATM withdrawal \$0 in-network \$2.50* out-of-network	Cash reload \$3.95*
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ATM balance inquiry (in-network or out-of-network)	N/A
Customer service (automated or live agent)	\$0
Inactivity Fee	\$0
<p>We charge 1 other type of fee *This fee can be lower depending on where this card is used. No overdraft/credit feature. Register your card for FDIC insurance eligibility and other protections.</p> <p>For general information about prepaid accounts, visit cfpb.gov/prepaid Find details and conditions for all fees and services inside the package or call 1-877-486-5990 or visit Bluebird.com/info.</p>	

List of all fees for Bluebird® American Express® Prepaid Debit Account:

All fees	Amount	Details
Get started		
Card purchase price	\$5	\$0 to sign up online
Monthly usage		
Monthly fee	\$0	
Add money		
Cash reloads (at Family Dollar)	\$0	Add Money service is provided by InComm Financial Services, Inc. subject to additional terms (see Bluebird.com/addcash for more details). There is no fee to Add Money at a Family Dollar location. The amount of each Add Money transaction at a retail location must be at least \$20.
Cash reloads at Walmart	\$3.74	As of July 1, 2023, cash or debit reloads at Walmart will no longer be free and will incur a fee of \$3.74 per transaction.
Cash reloads (at other participating retailers)	Up to \$3.95	Fees vary by retailer. The amount of each load to your Account using cash must be at least \$20
Direct deposit	\$0	

Mobile Check Service by Ingo® Money		
<ul style="list-style-type: none"> • Money in ten (10) days • Money in Minutes 	<p>\$0</p> <p>1% or 5% of check amount, with \$5 minimum fee</p>	<p>If your check is returned unpaid within the 10-day period, your Account will not be funded. There is no minimum check amount.</p> <p>1% fee on payroll or government checks with preprinted signatures or 5% fee on other checks; \$5 minimum fee applies; \$20 check minimum.</p> <p>The Mobile Check Capture by Ingo Money service is provided by a national bank identified in the Mobile Check Capture Terms and Conditions and Ingo Money, Inc., subject to the bank's and Ingo Money's Mobile Check Capture Terms and Conditions and the bank's and Ingo Money's Privacy Policy. All checks are subject to approval for funding in Ingo Money's sole discretion. Approval usually takes 3 to 5 minutes but can take up to one hour. Fees apply for approved Money in Minutes transactions funded to your Account.</p>
Add money from a bank account	\$0	You can add money to your Bluebird Account from your checking or savings account by initiating a transfer from your bank into your Bluebird Account. Consult with your bank for origination fees that may apply.
Spend money		
Online bill pay	\$0	
Bluebird2Walmart Money Transfer powered by Ria®	Up to \$16	<p>The Bluebird2Walmart Money Transfer fee depends on the transfer amount.</p> <p>\$4 for transfers up to \$50</p> <p>\$8 for transfers \$50.01-\$1,000</p> <p>\$16 for transfer \$1,000.01-\$2,500</p> <p>See Bluebird.com/moneytransfer for more details.</p>
Bluebird Check transaction	\$0	
Get cash		
ATM withdrawal (in-network)	\$0	"In-network" refers to MoneyPass® ATM Network. See Bluebird.com/atm for locations and other details.
ATM withdrawal (out-of-network)	\$2.50	This is our fee. No fee for residents of VT. "Out-of-network" refers to all ATMs outside of the MoneyPass® ATM Network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.

ATM transaction decline	\$0	
Cash Pickup powered by Ria®	Up to \$9	<p>Per withdrawal. The Cash Pickup service is provided by Ria® for pick up at Walmart®. The Cash Pickup fee depends on the withdrawal amount.</p> <p>\$3 per withdrawal for cash out up to \$500</p> <p>\$6 per withdrawal for cash \$500.01-\$1,000</p> <p>\$9 per withdrawal for cash \$1,000.01-\$2,900</p> <p>Withdrawals up to \$2,900 are available to Bluebird Accountholders who receive their tax refund or refund advance via Direct Deposit into their Bluebird Account. See Bluebird.com/cashpickup for more details.</p>
Information		
Customer Service (automated or live agent)	\$0	Available 24/7
ATM balance inquiry (in-network or out-of-network)	N/A	
Using your Card outside the U.S.		
Foreign transactions	\$0	
Other		
Send and receive money	\$0	
Goals	\$0	Set aside money for specific goals, emergencies or other purposes
Subaccounts	\$0	
Card replacement – standard shipping	\$0.00	Approximately ten (10) or more Business Days.
Card replacement – expedited shipping	\$20.00	Per replacement card, UPS carrier delivery. Card will arrive in 3-4 business days. Expedited shipping is not available to customers in Alaska, Hawaii, Puerto Rico, Guam, and the U.S. Virgin Islands.

Purchase Protection on eligible purchases	\$0	Purchase Protection is underwritten by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Coverage is determined by the terms, conditions, and exclusions of the Policies applicable to your Card and is subject to change with notice. This document does not supplement or replace the Policy. Shipping and handling costs for the purchase will not be refunded. Certain purchases are not covered, e.g. items lost by Card Member, consumable and perishable items, motorized vehicles and their parts or accessories, or normal wear and tear. Other important exclusions apply. You will only be reimbursed for the amount charged to your eligible Card; coverage is limited up to \$1,000 per occurrence; not to exceed \$50,000 per Card Member account per calendar year. You may be required to send the purchased item to us, in which case we will reimburse you for that shipping cost. This product provides secondary coverage. This means it pays eligible benefits not paid by any primary insurance that you have. For full Terms and Conditions, see Bluebird.com/ppterms .
Inactivity fee	\$0	

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to American Express National Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event American Express National Bank fails, if specific deposit insurance requirements are met and your card is registered. See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact American Express Travel Related Services Company, Inc. by calling 1-877-486-5990, by mail at 200 Vesey Street, New York, N.Y. 10285, or visit bluebird.com. For general information about prepaid accounts, visit 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 cfpb.gov/complaint.

American Express Bluebird Limits	
Transaction	Limits
Available Balance combined for all of your Bluebird Accounts	\$100,00
Add Money:	
Direct Deposit (such as Tax refunds, Government deposits, Salary and Payroll deposits)	\$100,000 per year combined for all your Bluebird Accounts

All Other Add Money Transactions (i.e. Cash, Mobile Check Capture by Ingo® Money, Checking or Savings Account, Debit Card and Request/Receive Money Transactions)	Up to \$10,000 per month and up to \$100,000 per year combined for all your Bluebird Accounts (sub-limits as indicated below apply)
Cash	\$2,500 (\$1,999.99 at Walmart) per day and \$5,000 per month \$9,000 per day combined for all of your Bluebird Accounts
Mobile Check Capture by Ingo® Money	\$5,000 per day and \$10,000 per month ^{§‡}
Checking or Savings Account	\$2,000 per month [^]
Debit Card	\$200 per day and \$1,000 per month
Request/Receive Money Transactions	\$10,000 per month
Spend, Withdraw, and Send Money: Up to \$15,000 per month and up to \$100,000 per year combined for all of your Bluebird Accounts (sub-limits as indicated below apply).	
Retail/Online Purchases	\$15,000 per month
Pay Bills (Includes MAIL A CHECK)	\$15,000 per month (\$5,000 per month in the case of non-registered payees where payments are sent via MAIL A CHECK)
Send Money Transactions	\$2,500 per month
ATM Withdrawals	\$750 per day combined for all your Bluebird Accounts
Bluebird2Walmart Money Transfer Powered by Ria®	\$2,500 per day combined for all your Bluebird Accounts
Cash Pickup Powered by Ria®	\$2,500 per day (for tax refunds or refund advances received via Direct Deposit, the daily limit will increase to the amount of the tax funds, up to \$2,900)* \$2,900 per day combined for all of your Bluebird Accounts
Transfers back to linked Bank Account	\$15,000 per month

[§]Additional Ingo® Money imposed limits apply (currently \$5,000 per day and \$10,000 per month across all Ingo Money service check cashing transactions).

[‡]Calculated on a rolling 24-hour basis.

[^]Depending on your bank's policies and terms, you may be able to transfer money to your Bluebird Account from your checking or savings account by initiating a transfer from your bank into your Bluebird Account. Please note that that the amount of that transfer will count towards the \$100,000 Direct Deposit limits as noted above.

*The daily limit will be the lesser of the tax funds amount or \$2,900. Once the remaining tax funds amount is \$2,500 or less, the \$2,500 daily limit will apply.

c. Updates to Schedules

The schedules above are current as of the "last modified date" indicated at the beginning of this Member Agreement. For the most current Schedule of Fees, Schedule of Limits and Member Agreement, please visit the Bluebird Site, access the Bluebird Mobile Application or call Customer Service.

19. RESTRICTED ACTIVITIES

Your Bluebird Account and Subaccount(s), Bluebird card and Subaccount card(s), and Goals are non-transferable and may be used only by you as provided in this Agreement. In addition, in using or accessing Bluebird, the Bluebird Site, your Account, the Bluebird Mobile Application, your Bluebird card, your Subaccount or Subaccount card, you agree that you will not:

1. Breach this Agreement or any other policy, terms of Bluebird, or agreement that you have agreed to with us;
2. Violate any Applicable Law;
3. Attempt to fund your Account with an ACH that is returned, revoked or otherwise unable to be processed;
4. Purchase or sell, or facilitate the purchase or sale of, illegal goods or services (including, but not limited to: unlawful sexually oriented materials or services and counterfeit products), unlawful gambling activities, fraud, money laundering, the funding of terrorist organizations, or the unlawful purchase or sale of tobacco, firearms, prescription drugs, or other controlled substances;
5. Provide false, inaccurate, or misleading information;
6. Fund or remit payroll, payroll deposits, wages, other forms of compensation (including incentive payments or bonuses), or any employee benefits;
7. Unless permitted under Applicable Law, refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
8. Use Bluebird in a manner that results in or may result in complaints or Disputes;
9. Use Bluebird, your Account, Subaccount(s), or Goals in a manner that we believe may be a violation of any applicable electronic payment network rules, card association or network rules, National Automated Clearinghouse Association rules or Applicable Law;
10. Allow your Account or Subaccount to have a negative balance; or
11. Use Bluebird in connection with other prohibited activities of which we notify you.

If you breach this Section 19 or permit others to do so or conduct (or attempt to conduct) any transactions that we believe are not permitted by this Agreement (such as one of the activities set forth above) or Applicable Law, we may, at our sole discretion and without waiving any of our rights, freeze, close, cancel, suspend, or limit your use of your Account, Subaccount, Bluebird card, Subaccount card, and/or Goals .

20. LOST OR STOLEN BLUEBIRD CARDS OR SUBACCOUNT CARDS;

Unauthorized Transactions

a. Lost or Stolen Bluebird Cards or Subaccount Cards

IF YOUR CARD IS LOST OR STOLEN, THE ACCOUNTHOLDER SHOULD CALL CUSTOMER SERVICE IMMEDIATELY AND WE WILL ISSUE A FREE REPLACEMENT CARD. The Accountholder will be required to provide information for identification purposes, and you agree to provide us all information and assistance reasonably requested in order to allow us to timely complete an investigation of the loss or theft.

b. Unauthorized Transactions

Bluebird provides all of the protections against unauthorized transactions, including all of the limitations on potential liability, that are required to be provided to holders of debit cards tied to checking accounts by applicable federal law, including Regulation E.

CALL CUSTOMER SERVICE IMMEDIATELY OR WRITE TO US AT Bluebird Customer Care, P.O. Box 826, Fortson, GA 31808, if you believe someone has transferred or may transfer funds from your Account, Subaccount, or Goals without your permission, if you believe your card or Subaccount card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Account or Bluebird card or, where applicable, Subaccount or Subaccount card, or your Goals (an "Unauthorized Transaction").

You will not be liable for goods or services fraudulently purchased through your Account or Subaccount, but you may be liable for other unauthorized use of your Account, Subaccount, or Goals. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. If you tell us within two (2) business days after you learn of the unauthorized use, you can lose no more than fifty dollars (\$50) if someone used your Account, Subaccount, or Goals without your permission. If you do NOT tell us within two (2) business days after you learn of the unauthorized use, and we can establish we could have stopped someone from using your Account, Subaccount, or Goals without your permission if you had told us within such time period, you could lose as much as five hundred dollars (\$500). If you are a California resident you will not be liable for the \$500 amount described above for unauthorized use of your card or Subaccount card in any event. If you are a New York resident, your liability for unauthorized use of your card or Subaccount card will not exceed \$50. Also, if your periodic statement lists transactions you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement is made available to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us within such period. If you cannot notify us within the time periods set forth above due to a good reason (such as a long trip or a hospital stay or you first contacted your bank that holds an Add Funds Source to inquire as to a possible erroneous or Unauthorized Transaction), we may extend the time specified above for a reasonable period. You agree to provide us all information and assistance reasonably requested by us in order to timely make a complete investigation of the unauthorized transactions. We reserve the right to investigate all unauthorized transactions.

See also Section 5(e) ("Liability for Goods or Services Paid for Using Bluebird") and Section 5(f) ("Returning Merchandise").

21. ERRONEOUS TRANSACTIONS OR QUESTIONS ABOUT TRANSACTIONS

Contact us via any of the methods described in Section 26.a as soon as you can if you think your periodic statement, online transaction history or receipt/transaction confirmation is incorrect or if you need more information about a transaction listed on a statement, history or receipt. For errors other than unauthorized transfers (as discussed in Section 20), we must hear from you no later than sixty (60) days after we made available the FIRST statement on which the problem or error appeared. When notifying us, you must: (a) tell us your name, and Account, Subaccount, or Goals number; (b) describe the error or the transaction you are unsure about and explain why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error. If you are delayed in contacting us due to extenuating circumstances (such as a hospital stay or personal accident), we will extend this sixty (60) day period for a reasonable time.

If you contact us by phone, 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, however, we need more time, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account, Subaccount, or Goals within ten (10) business days after your contacting us for the amount you have reported to us is in error so that you will have the use of the funds during the time it takes us to complete the investigation; provided, that if we ask you to submit your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account, Subaccount, or Goals during the time it takes us to complete the investigation. For errors involving new accounts, point-of sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate

your complaint or questions. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you have reported to us is in error. We will tell you the results of our investigation within three (3) business days after completion, and we will correct any error promptly. If we decide that no error occurred, we will send you a written explanation and debit your Account, Subaccount, or Goals for any amount that was provisionally credited after the error was reported. You may request copies of the documents that we used in our investigation. You agree to provide us all information and assistance reasonably requested by us in order to timely make a complete investigation.

22. OUR RIGHTS AND LIABILITIES

a. Transaction Limits

We may set transaction limits for your use of the Account and any Subaccount, or Goals, including in circumstances in which we have not verified all of the identity and other personal information you have provided. Except as required by Applicable Law, these limits can be changed at any time by us in our discretion for legal, risk management, security or other purposes, with or without notice to you.

As a security measure for you and us, we may also decline authorizations for certain transactions when we believe your Account, and Subaccount or card, or Goals may have been compromised, the transaction is not consistent with your purchasing patterns, you do not have Available Funds, or in our discretion for other legal, risk management, security or other purposes. We may also prohibit certain types of transactions where we believe fraud or misuse risk is higher.

b. Requests for Funds Transfers

Users may send messages to transfer funds to, or request a funds transfer from, other individuals. Individuals receiving these requests are not obligated to accept or respond to a request, and we make no representation that any such requested transfer funds will occur or that it will be seen by, or responded to by, the other individual. You agree that we will not be liable for damages in connection with any failure of an individual to send funds in response to such a request, and have no obligation to review any such request or similar message.

c. Liability for Failure to Make Transfers

If we do not complete a transaction to or from your Account (or Subaccount(s), or Goals) on time or in the correct amount in accordance with this Agreement, we will be liable for your losses or damages, subject to certain exceptions. We will not be liable, for instance, if: (a) through no fault of ours, you do not have enough Available Funds in your Account (or Subaccount(s), or Goals) to complete a transaction; (b) our computer systems or other electronic terminal where you are making a transaction does not operate properly and you knew about the failure when you started the transaction; (c) an ATM where you are making a cash withdrawal does not have enough cash; (d) an ATM or a merchant refuses to honor a transaction using your Account, Subaccount, or card balance; (e) your wireless provider refuses the transaction; (f) access to your Account, Subaccount(s), or Goals has been blocked after you reported your card lost or stolen; (g) there is a hold on the funds in your Account, Subaccount(s), or Goals or the funds in your Account, Subaccount(s), or Goals are subject to any legal process or other encumbrance restricting their use; (h) we have reason to believe the requested transaction or withdrawal is unauthorized; (i) circumstances beyond our control (such as fire, flood, terrorist attack, or national emergency) prevent the transaction, despite reasonable precautions that we have taken; (j) the transaction would violate the terms and

conditions of this Agreement; or (k) there are other exceptions stated in this Agreement with you.

d. Suspension of Use; Cancellation; Closure

We, in our sole discretion, may limit your use of, suspend or terminate your privileges with respect to, your Account, Subaccount(s), Goals and/or card or any feature or benefit thereof, with or without cause or notice, other than any notice required by Applicable Law, including in the event we believe there has been a breach in security or there has been unauthorized activity involving your Account or you have engaged in activity that is fraudulent or inappropriate or that violates the terms of this Member Agreement. We reserve the right to suspend or close your Account (or Subaccount(s), or Goals) if, among other reasons, (i) you neither Add Funds to nor use your Account, Subaccount, Goals and/or card for extended periods, (ii) there are no funds remaining in your Account or Subaccount or Goals for extended periods, (iii) you attempt to Add Funds to your card from an Add Funds Source and are declined or dishonored repeatedly, (iv) you structure purchases or conduct transactions with your Account, Subaccount, Goals and/or card to manufacture spend, (v) you withdraw your consent to deal with us electronically pursuant to the Consent Statement or (vi) for any other reason permitted by Applicable Law. We may, in our sole discretion, decide not to immediately exercise our rights pursuant to this paragraph, but such forbearance (whether once or repeatedly) shall not constitute a waiver nor shall it preclude our right to exercise our rights in the future.

If we decide to close or suspend use of your Account, Subaccount, or Goals (which closure will result in termination of your privileges with respect to the associated card(s)), we will send an email to the primary email address we have in our records for you. Upon closure of your Account, Subaccount, and/or Goals (and termination of privileges with respect to the associated card(s)), you must immediately discontinue use of your Account, Subaccount, Goals and associated card(s), as applicable. Our closure of your Account, Subaccount, and/or Goals (and termination of your privileges with respect to the associated card(s)) will not affect your obligations under this Agreement. We will not collect any fees with respect to your Account or Subaccount while your Account or Subaccount is suspended.

In the event we determine to close your Account for the reason that you have neither Added Funds to nor otherwise used your Account for 12 months or more and the balance of your account is \$9.99 or less, we may return any remaining balance to you in the form of an American Express eGift Card. Terms and conditions apply to American Express eGift Cards and can be reviewed at <https://www.amexgiftcard.com/card-agreements>.

23. DISCLAIMER OF WARRANTIES; DISCONTINUATION OF LIABILITIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU REGARDING BLUEBIRD, THE BLUEBIRD SITE, THE BLUEBIRD MOBILE APPLICATION, THE PLATFORM, ACCOUNTS, SUBACCOUNTS, BLUEBIRD CARDS, SUBACCOUNT CARDS, GOALS, , ANY FEATURE THEREOF (INCLUDING PAY BILLS, BLUEBIRD CHECKS OR MOBILE CHECK CAPTURE), OR ANY SUBJECT MATTER COVERED BY THE SUBSTANCE OF THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT BLUEBIRD, THE BLUEBIRD SITE OR THE BLUEBIRD MOBILE APPLICATION WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF BLUEBIRD, THE BLUEBIRD

SITE OR THE BLUEBIRD MOBILE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE. WE WILL NOT BE RESPONSIBLE FOR ANY BLUEBIRD SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF TRANSACTIONS OR USE OF THE BLUEBIRD SERVICE OR THE BLUEBIRD SITE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

IN NO EVENT SHALL WE BE LIABLE FOR ANY CLAIMS OR DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF OUR EMPLOYEES, SUPPLIERS OR AGENTS OR OTHERWISE, BEYOND THE SUM OF \$500 IN THE AGGREGATE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL WE OR ANY OF OUR DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, WHETHER ARISING DIRECTLY OR INDIRECTLY, EVEN IF WE OR ANY OF OUR DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OR REPRESENTATIVES HAVE BEEN ADVISED SUCH DAMAGES MIGHT OCCUR.

NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT OUR LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. The laws of certain states or other jurisdictions do not allow the exclusion or limitation of certain damages. If these laws apply, some or all of the above exclusions or limitations may not apply to you, and you may have rights in addition to those contained in this Agreement.

THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT YOU ACCEPT OR USE BLUEBIRD, THE BLUEBIRD SITE OR THE BLUEBIRD MOBILE APPLICATION.

24. TRANSACTION HISTORY; NOTICES & COMMUNICATIONS

a. Periodic Statements

Periodic statements will be made available to the Accountholder electronically on a monthly basis at no charge. Electronic statements will be available for twenty-four (24) months from when we make the statement first available to you for viewing. You can also view (i) your complete transaction history at any time online at no charge and (ii) a limited transaction history via the Bluebird Mobile Application, when you log into your Account or Subaccount, as applicable. If your Account or Subaccount is closed, you will not be able to log in and view statements and must call Customer Service at the number listed in Section 26.a to obtain transaction history. Subject to Applicable Law, we will retain transaction records for up to five (5) years from the date of the transaction.

b. Notices

By registering for Bluebird and accepting the terms and conditions of this Agreement and our E-Communications Disclosure, you consent to receive notices and information regarding Bluebird and your Account, Subaccount(s), and Goals, as well as the transfer of funds to and from your Account, Subaccount(s), and Goals via email to the primary email address we have in our

records for you and, if you have opted in to receive the SMS Service, via text messages. All notices and information sent to you via email and/or text message (where you have opted in to receive the SMS Service) will be deemed to be in writing and received by you when sent to you. You can manage your preferences for receiving certain servicing messages from us by logging into your Account or Subaccount, on the Bluebird Site or via the Bluebird Mobile Application.

c. Text Messages

In order to communicate with us via text or receive text messages from us, you must opt in to the SMS Service on the Bluebird Site or via the Bluebird Mobile Application and specifically grant us permission to communicate with you via text message communications. See Section 12.b for more details.

d. Telephone Monitoring/Recording

From time to time, we may monitor and/or record telephone calls between you and us to ensure the quality of our customer service or as required by Applicable Law.

25. CONFIDENTIALITY AND DISCLOSURE INFORMATION

We will disclose information to third parties about your Account, Subaccount, Goals and card transactions: (i) where it is necessary for completing transactions; (ii) in order to verify the existence and condition of your Account, Subaccount, or Goals for ourselves or for a third party, such as a credit bureau or merchant; (iii) in order to verify your identity or any accounts you hold (including wireless service accounts); (iv) in order to comply with government agency or court orders; (v) if you give us your written permission; or (vi) in accordance with our [Privacy Notice](#) and [Privacy Statement](#), which can be found on the Bluebird Site or via the Bluebird Mobile Application. We may disclose your first name, last name and email address to the individual or User that you are seeking to transact with or are transacting with via Bluebird (e.g., if you initiate a Request Money transaction, we will share your first and last name and email address with the individual or User you are requesting the money from). We may also show your name in that User's transaction history.

Additionally, we may share your address and contact information with a merchant from whom you purchased goods/Bluebird Services using Bluebird to allow the merchant to process your order and perform any related customer service function.

26. MISCELLANEOUS

a. Contact Information

You may contact us by calling Customer Service at 1-877-486-5990 (International: 1-801-449-4016), 24 hours a day, 7 days a week or by writing to us at Bluebird Customer Care, P.O. Box 826, Fortson, GA 31808. Complaints or questions submitted in writing should be mailed to the above address.

b. Transactions Made in Foreign Currencies

Where permitted, if you use your card to make a purchase at an establishment in a currency other than U.S. dollars, the transaction will be converted to U.S. dollars on the date it is processed by us or our agents. The exchange or currency conversion rate between the transaction currency and the billing currency will be either (i) a rate selected by us from the range of rates available in wholesale currency markets for the applicable central processing date or (ii) the government-mandated rate in effect for the applicable central processing date. The exchange or currency conversion rate on the transaction processing date may differ from the rate in effect at the time of the transaction or the date the transaction is posted to your Account or Subaccount. You agree to accept the converted amount in U.S. dollars.

c. Business Days

For purposes of this Agreement, our business days are Monday through Friday, other than federal banking holidays.

d. Change of E-mail Address or Address

Tell us immediately if your email address or U.S. mail or postal address changes. If you do not notify us about an address change, information regarding your Account or Subaccount may be emailed or mailed to the wrong person.

e. Notices

Any notice we send to you shall be deemed delivered (i) when posted on the Bluebird Site, (ii) one (1) business day after emailing it to you at the last primary email address you provided for your Account or Subaccount or (iii) three (3) business days after mailing it to you at the last U.S. mail or postal address you provided for your Account or Subaccount. You agree we may accept changes of mail or postal address from the U.S. Postal Service.

f. Unclaimed Property

If your Account, Subaccount(s), or Goals becomes inactive, we may be legally required to report the balance in your Account, Subaccount(s), or Goals as unclaimed property and forward the unclaimed funds to a state in accordance with Applicable Law. The specified period of time to report and send such funds in an inactive Account or Subaccount to a state varies by state, but usually ranges between two (2) and five (5) years.

g. Attorneys' Fees and Costs

Except as may be provided in Section 27, you agree to pay all costs incurred by us or our successors or assigns in collecting unpaid indebtedness or in enforcing this Agreement, including attorneys' fees and costs, as well as those costs, expenses and attorneys' fees incurred in appellate, bankruptcy, and post-judgment proceedings, except to the extent such costs, fees, or expenses are prohibited by Applicable Law.

h. Governing Law

This Agreement, Bluebird, your Account, Subaccount(s), Goals, Bluebird card, and Subaccount card, your use of the Bluebird Site, and the Bluebird Mobile Application, and any claim, Dispute or controversy arising from or relating to this Agreement, Bluebird, your Account, Subaccount, Goals, Bluebird card or Subaccount card and your use of the Bluebird Site and the Bluebird Mobile Application are governed by and construed in accordance with the laws of the State of New York (without regard to its conflict of laws rules) and applicable federal law. The legality, enforceability, and interpretation of this Agreement and the amounts contracted for, charged, and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in New York.

i. Waiver

To the fullest extent permitted by Applicable Law, you waive and release us from all defenses, rights, and claims you have or may have against us arising from or relating to this Agreement, Bluebird, your Account, Subaccount(s), Goals, Bluebird card or Subaccount card, the Bluebird Site, the Bluebird Mobile Application or any of the foregoing.

j. Delay of Rights

We can waive or delay enforcement of any of our rights under this Agreement without losing them.

k. Void Where Prohibited

Not all services described in this Agreement are available to all persons or at all locations. We reserve the right, in our sole discretion, to limit, restrict or prohibit the provision of any such Bluebird Services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited.

l. Non-Assignability; Assignability

You may not assign or transfer this Agreement or any of your rights, obligations, duties, responsibilities, or liabilities under this Agreement without our prior written consent, and any attempt to the contrary without our prior written consent shall be null and void. This Agreement shall be binding on you and your respective executors, administrators, and permitted assigns. We may assign this Agreement, including our rights and obligations under it, to a third party at any time without notice to you.

In addition, if we reimburse you for a claim you have made in respect of a lost or stolen card or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Account, you are automatically deemed to assign and transfer to us any rights and claims, excluding tort claims, that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Account. You agree that you will not pursue any claim against, or reimbursement from, such third party for the amount that we paid or credited to your Account, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited. Neither our failure to exercise any of our rights under these Terms and Conditions, nor our delay in enforcing or exercising any of our rights, shall constitute a waiver of such rights. If we waive any right under these Terms and Conditions on one occasion, such waiver shall not operate as a waiver as to any other occasion.

m. Severability

If any provision of this Agreement is determined to be invalid or unenforceable under any Applicable Law, the validity or enforceability of any other provision of this Agreement shall not be affected, and, in lieu of such invalid or unenforceable provision, there shall be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible.

n. Entire Agreement

This Agreement (including all agreements and policies referenced in this Agreement) sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter.

o. Survival

Sections 12(c)(6) and 19 through 26 will survive: (i) the closing of your Account, Subaccount, and/or Goals; (ii) the bankruptcy of any party; and (iii) any permitted transfer, sale or assignment of this Agreement, if any.

p. Changing This Agreement/Notices

We may change the terms of, or add new terms to, this Agreement at any time, with or without cause, and without giving you notice, subject to Applicable Law. In addition, we may suspend, cancel, add, modify or delete any feature offered in connection with Bluebird at our sole discretion at any time, with or without cause, and without giving you notice, subject to Applicable

Law. We reserve the right, subject to Applicable Law, to deliver to you any notice of changes to existing terms or the addition of new terms by posting an updated Agreement on the Bluebird Site or delivering notice of changes to you electronically to the email address you have provided for your Account if you have given us consent to do so.

q. Special Offers and Marketing

Please note: On and after September 10, 2024, Bluebird Accounts will no longer be eligible to participate in offers made available through the Amex Offers® Program.

Special offers may be available from time to time at participating merchants. As an Accountholder, you may also be eligible to participate in various special programs from time to time. Specific terms, conditions and restrictions for each offer or special program can be accessed at the Bluebird Site. We take no responsibility for such special offers. We reserve the right to add to, change and/or cancel the offers at any time.

Your card is eligible and may be registered to participate in and redeem offers made available from time to time through the Amex Offers Program. For the terms and conditions of this Program and for more information, please visit

<https://sync.americanexpress.com/Partner/Terms>.

r. Our Role as Service Provider

When you use Bluebird, you are authorizing us to act as your agent only with respect to holding, sending, or receiving funds. For all other purposes of this Agreement, we are an independent contractor.

s. Service Content

Articles, guides, comments, videos and any other materials or content made available via Bluebird ("Service Content") do not reflect our opinions or analysis or those of our Affiliates or our content providers. You may not copy, modify, re-publish, transmit, or distribute the Service Content. We and our content providers are not responsible or liable for, and do not validate, endorse or make any representations about the accuracy, completeness, legality, or reliability of any information, opinions, assertions or statements expressed in any Service Content. Service Content is provided for informational and entertainment purposes only and does not, and should not be relied upon to, replace the advice of your own professional legal, tax and financial advisors. Any reliance on the Service Content is at your own risk. Under no circumstances will we, our Affiliates or our content providers be responsible for any loss or damage resulting from your reliance on Service Content. Service Content is provided "AS-IS" and we and our content providers expressly disclaim all warranties, express or implied (including, without limitation, fitness for a particular purpose or non-infringement) with respect to Service Content.

27. AGREEMENT TO ARBITRATE DISPUTES

This Section 27 sets forth the circumstances and procedures under which Claims (defined below) that arise between you and us will be resolved through binding arbitration. This means that neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim. Other rights that you would have in court also may not be available or may be limited in arbitration, including your right to appeal and your ability to participate in a class action. Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that Claim is pending only in that court.

a. Definitions

As used in this Section 27, the term "Claim" shall mean and include any claim, Dispute or controversy of every kind and nature, whether based in law or equity, between you and us arising from or relating to this Agreement, as well as any related or prior agreement that you may have had with us or the relationships resulting from any of the above agreements ("Agreements"), including the validity, enforceability or scope of this Section 27 or the Agreement. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with the card or Subaccount card (including, but not limited to, third parties who accept the card or Subaccount card, third parties who use, provide or participate in programs accessed with the card or Subaccount card, enrollment services and rewards programs, 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 you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. As used in this Section 27, "you" and "us" also include any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and any third party using or providing any product, Bluebird Service or benefit in connection with the card or Subaccount card.

b. Initiation of Arbitration Processing/Selection of Administrator

Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Section 27 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 (the "Code"), except to the extent the Code conflicts with this Agreement. Claims shall be referred to either JAMS ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of either of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to Bluebird as arbitration administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614; www.jamsadr.com, and/or AAA at 335 Madison Avenue, New York, NY 10017, www.adr.org (<http://www.adr.org/>). In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of the "class Action Waiver and Other Restrictions" provision set forth below.

c. Class Action Waiver and Other Restrictions

Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any Dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement (including the "Continuation" provision below), and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Section 27 (other than this sentence) shall not apply.

d. Arbitration Procedures

This Section 27 is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended ("FAA"),

and 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. Federal or state rules of civil procedure or evidence shall not apply. Written requests to expand the scope of discovery rest within the arbitrator's sole discretion and shall be determined pursuant to the applicable Code. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the written arbitral award may be entered in any court having jurisdiction. Subject to the right of appeal under the FAA, the arbitrator's written decision will be final and binding unless you or we take an appeal from the award by making a dated, written request to the arbitration organization within thirty (30) days from the date of entry of the written arbitral award. A three-arbitrator panel administered by the same arbitration organization shall consider anew any aspect of the award objected to by the appellant, conduct an arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The panel's majority vote decision shall be final and binding.

e. Location of Arbitration; Payment of Fees

The arbitration shall take place in the federal judicial district of your residence. Irrespective of who prevails in arbitration, you will only be responsible for paying your share, if any, of the arbitration fees required by the applicable Code, which amount shall not exceed the filing fees you would have incurred if the Claim had been brought in the appropriate state or federal court closest to your residence. We will pay the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees. Waivers also may be available from JAMS or AAA.

f. Continuation

This Section 27 shall survive termination of this Agreement, your Account, Subaccount or the relationship between you and us concerning your Account or Subaccount, any permitted transfer, sale, or assignment of your Account or Subaccount, or any amounts owed on your Account or Subaccount, to any other person or entity as well as voluntary payment in full of any shortages, any debt collection proceeding by or between you and us, and any bankruptcy by you or us. If any portion of this Section 27, except the "Class Action Waiver and Other Restrictions" provision above, is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Section 27, this Agreement or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

28. SPECIAL NOTICES

a. Special Notice to California Residents; Right to Refund

The following applies to California residents with respect to the use of the card to transmit funds to a foreign country by means of a valid purchase occurring outside of the United States:

You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if American Express Travel Related Services Company, Inc. or American Express Prepaid Card Management Corporation, as applicable, does not forward the money received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt of funds from you unless otherwise instructed by you. If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not been forwarded or transmitted, you have a right to a refund of your money. If you want a refund, you must mail or deliver your written request to American Express Travel Related Services Company, Inc. or American Express Prepaid Card Management Corporation, as applicable, at

P.O. Box 826, Fortson, GA 31808. If you do not receive a refund, you may be entitled to your money back plus a penalty of up to \$1,000 and attorneys' fees pursuant to Section 1810.5 of the California Financial Code.

b. USA PATRIOT ACT NOTICE

IMPORTANT INFORMATION ABOUT PROCEDURES FOR ESTABLISHING A BLUEBIRD ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who purchases a product like the card.

29. ADDITIONAL PLANS AND SERVICES

As a Cardmember you can enjoy retail and travel benefits such as Roadside Assistance*, Purchase Protection*, and Emergency Assistance** coverage. Please note that, as a holder of the Card, you are a "Cardmember" for purposes of the Purchase Protection* Description of Coverage.

a. ROADSIDE ASSISTANCE

* Roadside Assistance is a 24-hour dispatch hotline that can send a tow operator or locksmith to assist in an emergency situation. While Roadside Assistance is available at no additional charge, the Card Member will be charged for any services or goods provided. Tow operator or locksmith can provide the following services: towing, winching, jump starts, flat tire change when Card Member has a workable spare, lockout service when key is in vehicle and delivery of up to 2 gallons of fuel. Services are available when traveling within the 50 United States, the District of Columbia, Canada, Puerto Rico and the U.S. Virgin Islands and only when Card Member is present with the eligible vehicle. This product does not cover some vehicles, e.g. rental vehicles, motorcycles, taxicabs, unlicensed vehicles, tractors and trucks over 10,000 lbs. gross vehicle weight. Other important exclusions apply. We may be unable to provide you with coordination and assistance services in case of inclement weather or on roadways which restrict access to certain service providers. Lockout service may be unavailable for vehicles with transponder keys. Subject to additional important terms, conditions and exclusions. For full Terms and Conditions, call 866-384-2790 or [click here](#).

b. PURCHASE PROTECTION

♦ Purchase Protection is underwritten by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Coverage is determined by the terms, conditions, and exclusions of the Policies applicable to your Card and is subject to change with notice. This document does not supplement or replace the Policy. Shipping and handling costs for the purchase will not be refunded. Certain purchases are not covered, e.g. items lost by Card Member, consumable and perishable items, motorized vehicles and their parts or accessories, or normal wear and tear. Other important exclusions apply. You will only be reimbursed for the amount charged to your eligible Card; coverage is limited up to \$1,000 per occurrence; not to exceed \$50,000 per Card Member account per calendar year. You may be required to send the purchased item to us, in which case we will reimburse you for that shipping cost. This product provides secondary coverage. This means it pays eligible benefits not paid by any primary insurance that you have. For full Terms and Conditions, [click here](#).

c. EMERGENCY ASSISTANCE

** While Emergency Assistance coordination and assistance services are offered at no additional charge from American Express, Card Members are responsible for the costs charged by third-party service providers. For full Terms and Conditions, [click here](#).

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