

# OnCard® Visa® Prepaid Account Agreement

Effective June 15, 2019

1. This **OnCard® Visa® Prepaid Account Agreement** and the Schedule of Fees (together, “**Agreement**”) is the contract between each Card User under the Account and Zions Bancorporation, National Association (“**Bank**”) that governs this OnCard Visa Prepaid account (as further defined below, “**Account**”). It replaces all previous agreements and schedules of fees relating to the Account. Each Card User should review the Agreement carefully and keep it with their records.
  - a. **ISSUER.** The Bank is the issuer and owner of the Account, including the OnCard Visa Prepaid Card(s) (each, a “**Card**”) and the associated card number(s) the Bank issues in connection with the Account even though a Card, monthly statement, and other associated materials may bear the name or logo of one of the following Bank divisions: Zions First National Bank, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado, California Bank & Trust, or Amegy Bank. The name of the division to which the Account is linked (the “**Division**”) appears on the face of all Cards issued under the Account.
  - b. **ACCEPTING OR DECLINING THE AGREEMENT.** By accepting and using a Card, a Card User agrees to be bound by the terms and conditions of this Agreement. If a Card User wishes to decline this Agreement, they must not use any Card or the Account and destroy their Card. If the Primary Cardholder declines the Agreement, they must cancel the Account within 15 days of receiving a Card by calling the number on the back of the Card or writing to the address on the carrier containing the Card.
  - c. **THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION SECTION THAT ALTERS A CARD USER’S LEGAL RIGHTS. IT INCLUDES A JURY WAIVER AND A CLASS ACTION WAIVER. IT MAY IN SOME CASES REQUIRE ARBITRATION UNLESS THE CARD USER IS A MEMBER, OR A SPOUSE OR LEGAL DEPENDENT OF A MEMBER OF THE ARMED FORCES ON THE DATE THEY BECOME A CARD USER UNDER THE ACCOUNT. IF THE ARBITRATION PROVISION APPLIES, IT WILL SIGNIFICANTLY AFFECT A CARD USER’S RIGHTS IN THE EVENT OF A DISPUTE. FOR EXAMPLE, THE CARD USER WILL NOT BE ABLE TO HAVE A COURT OR JURY RESOLVE THE DISPUTE OR BRING OR PARTICIPATE IN ANY CLASS ACTION IN A PROCEEDING WHICH WOULD BE SUBJECT TO THE ARBITRATION PROVISION UNDER THIS AGREEMENT.**
  - d. The Bank may amend, add, or delete (i.e., “**change**”) any term of this Agreement, including any fees and charges, at any time. The Bank will notify the Primary Cardholder of any change and any right to reject that change, as required by law. To reject a change, the Primary Cardholder must inform the Bank in the manner and time period specified in the notice. The Bank will then close the Account and return any remaining funds on the Account to the Primary Cardholder as provided in Section 24 below. If a change requires the Primary Cardholder’s consent, the Bank may obtain that consent verbally, in writing, or electronically. Whether or not the Primary Cardholder’s consent is required, a Card User’s further use of the Account or a Card after the effective date of the change shall constitute the Card User’s consent and acceptance of the change. Unless a longer period is specified by law, a reasonable period for any notice to the Primary Cardholder shall not exceed 25 days from being posted or sent.

## 2. Definitions for this Agreement

“**Account**” means the OnCard Visa Prepaid account, together with the associated account number, all credit that we grant Card Users under the Account, and all Cards issued under the Account.

“**Card User**” means the Primary Cardholder, the Secondary Cardholder, and any Dependent Cardholder(s) on the Account.

“**Dependent Cardholder**” means a person, 13 years of age or older, who is added to the Account as a Card User by the Primary Cardholder or the Secondary Cardholder. A Dependent Cardholder may

conduct transactions using a Card. The activities of each Dependent Cardholder are subject to the Agreement, the Schedule of Fees, and certain transaction and activity limits and other permissions set by the Primary Cardholder or the Secondary Cardholder. The Bank may set minimum age and/or other eligibility requirements for transactions and features to be available to a Dependent Cardholder.

**“Funding Account”** means a U.S. checking or savings account at the Bank or another financial institution that has been verified and approved by the Bank and has been registered as a funding source by a Card User.

**“Primary Cardholder”** means the person, 18 years of age or older, who opened the Account. The Primary Cardholder:

- is the legal owner of the Account and all funds in the Account, including funds added by other Card Users,
- is responsible for the actions of all Card Users on the Account, and
- is responsible for ensuring that every Card User understands the terms and conditions of this Agreement and the Schedule of Fees.

**“Schedule of Fees”** means the Schedule of Fees and Limits that the Bank provides when the Account is opened and that is available on each Division’s OnCard Website and mobile application.

**“Secondary Cardholder”** means the person, 18 years of age or older, who is added to an Account as a Card User by the Primary Cardholder after the Account is opened. The Secondary Cardholder has the same rights to load funds, conduct transactions, and manage Dependent Cardholders as the Primary Cardholder.

**“OnCard Website”** means the website, including Account-related web pages, features, applications, and functionality, that each Division makes available to its Card Users through its respective URL address. The OnCard Website applicable to the Account corresponds to the Division name that appears on the face of a Card User’s Card.

<u>Division Linked to Account:</u>	<u>OnCard Website Address:</u>
Amegy Bank	oncard.amegybank.com
California Bank & Trust	oncard.calbanktrust.com
National Bank of Arizona	oncard.nbarizona.com
Nevada State Bank	oncard.nsbank.com
Vectra Bank Colorado	oncard.vectrabank.com
Zions Bank	oncard.zionsbank.com

**“Customer Service”** means the Division’s Customer Service Department, which can be contacted at the telephone number below:

<u>Division Linked to Account:</u>	<u>Telephone Number (toll-free):</u>
Amegy Bank	888-202-1006
California Bank & Trust	888-202-0716
National Bank of Arizona	888-202-0655
Nevada State Bank	888-202-0554
Vectra Bank Colorado	888-202-0453
Zions Bank	888-202-0305

### 3. Funds Available in the Account

A Card is a reloadable prepaid Visa card and is not a debit or credit card. A Card accesses the Account for a Card User’s personal use, not for business or other use, and does not access any other account. A Card User may access the funds available on the Card and deposit or “load” additional funds in the

Account only as provided in this Agreement. The funds in the Account do not earn interest. The funds in the Account will be placed into a custodial account with the funds of other cardholders. This custodial account provides pass-through insurance from the Federal Deposit Insurance Corporation (“**FDIC**”) for the Account. Funds in the Account are insured by the FDIC up to the per-depositor coverage limit in place (currently \$250,000 in most instances). The FDIC maximum insurance coverage applies to the aggregate of all funds that the Primary Cardholder has on deposit with Zions Bancorporation, N.A. in an individual capacity, including funds on deposit across all Bank Divisions.

The Account has no minimum balance requirements, but the total balance of funds in the Account cannot exceed the maximum balance limitation provided in the Schedule of Fees. The Primary Cardholder and the Secondary Cardholder share the same available funds balance while each Dependent Cardholder has a separate available funds balance. In addition to the shared available funds balance, the Primary Cardholder and Secondary Cardholder can load funds to, and withdraw funds from, the available funds balance of each Dependent Cardholder. The maximum balance calculation includes all Card User balances—the shared Primary Cardholder and Secondary Cardholder balance plus all the separate Dependent Cardholder balances.

Each Card User should keep a record of their withdrawals, fees, and other transactions on the Account so that they always know their current balance. Because of operational constraints related to processing and posting transactions on the Account, there may be times when the actual balance is more or less than the funds made available to Card Users or the balance shown on the Account online, on the Division’s OnCard Website or mobile application, on any balance inquiry by phone or at an ATM, or otherwise. The amount of funds shown on the records of the Bank as available in the Account will determine the balance in the Account, unless a Card User can show differently to the Bank’s satisfaction. At any particular time, the Bank’s records may not yet reflect all transactions on the Account. Please also see Section 10 for a description of authorization holds.

There is no credit line associated with the Account. This means that Card Users must have a sufficient available funds balance for their Card at the time of a transaction in order to pay for the transaction and any applicable fees. If a merchant or an ATM operator submits a transaction for a Card User for an amount (including any applicable fees) that is greater than the current available balance for that Card User, the Bank has no obligation to approve that transaction, even if the Bank previously approved other transactions on the Card for which there were not enough funds.

#### **4. Opening the Account; Adding Card Users**

Account Opening. The Primary Cardholder can apply for an Account through their Division’s Online Banking or at a Division branch. The Primary Cardholder must have a checking or savings account at the Bank in order to open the Account. The Primary Cardholder must designate a Funding Account as part of the account opening process. A Primary Cardholder must complete the opening of the Account before a Secondary Cardholder or any Dependent Cardholder may be added to the Account.

Secondary Cardholder. After opening the Account, the Primary Cardholder may request that the Bank add a Secondary Cardholder to the Account as an authorized user. A Secondary Cardholder must be at least eighteen (18) years old. The Primary Cardholder may make the request as follows:

- By using their Division’s OnCard Website or mobile application; or
- By visiting a Division branch.

The Secondary Cardholder must complete an enrollment process, including identity verification, to be added to the Account. The Bank will determine, in its sole discretion, whether to approve the Secondary Cardholder. If the Bank approves the request, a Card will be issued in that person’s name. The Secondary Cardholder will have the same rights to load funds, conduct transactions, and manage Dependent Cardholders as the Primary Cardholder.

Dependent Cardholder. The Primary Cardholder and the Secondary Cardholder may request to add up to five (5) Dependent Cardholders to the Account.

The Primary Cardholder or Secondary Cardholder may make the request as follows:

- By using their Division’s OnCard Website or mobile application; or

- By visiting a Division branch.

The Dependent Cardholder must complete an enrollment process, including identity verification, to be added to the Account. The Bank will determine, in its sole discretion, whether to approve each request for a Dependent Cardholder. If the Bank approves the request, a Card will be issued in that person's name. When adding a Dependent Cardholder, the Bank will ask the Primary Cardholder or Secondary Cardholder what transactions, features, and limits they would like to set for the Dependent Cardholder. Some transactions and features (such as use of the Division's OnCard Website or mobile application) may have minimum age and/or other eligibility requirements.

Primary Cardholder's Responsibility. By requesting to add a Secondary Cardholder or a Dependent Cardholder, the Primary Cardholder agrees that that person may use the Account as provided in this Agreement and accepts responsibility and liability for their activity on the Account. The Primary Cardholder also agrees to ensure that the Secondary Cardholder and any Dependent Cardholder understand and abide by the terms of this Agreement, including the security procedures in Sections 5, 15, and 18.

## 5. **Activating a Card**

During the Card activation process, each Card User will be provided with a personal identification number ("PIN") which will allow the Card User to use the Card at ATMs and to make purchases where entering a PIN is allowed. (Please note that the Primary Cardholder or the Secondary Cardholder will determine whether each Dependent Cardholder has the right to use the Card at ATMs.)

Card Users can activate their Cards by:

- Using the Division's OnCard Website or mobile application; or
- Calling the Division's Customer Service from within the U.S. or 954-233-4093 from outside the U.S.; or
- Visiting a Division branch.

A Card and PIN are provided for each Card User's use and protection, and each Card User will:

- Not disclose the PIN nor record it on the Card or otherwise make it available to anyone else;
- Use the Card, the PIN and any ATM only as instructed;
- Promptly notify the Bank of any loss or theft of a Card or PIN (see Section 18); and
- Be liable for any transactions made by a person that a Card User authorizes or permits to use their Card and/or PIN.

If a Card User permits someone else to use their Card, the Bank will treat this as if the Card User has authorized this person to use their Card and the Primary Cardholder will be responsible for any transactions initiated by such person with that Card.

There is a panel on the back of a Card for a signature. Each Card User should sign this panel upon receiving a Card to help protect against unauthorized use. However, the Primary Cardholder's responsibility and liability for transactions with the Card, as described in the Agreement, does not depend on whether each Card User signs their Card.

All Cards are the property of the Bank. The Bank can require Card Users to surrender their Cards to the Bank or to any merchant or financial institution where a Card User has presented a Card. A Card is not valid after the printed expiration date, but the Bank may suspend, cancel, replace or renew a Card at any time.

## 6. **Loading Funds into the Account**

Primary Cardholder and Secondary Cardholder Methods. The Primary Cardholder or the Secondary Cardholder may deposit funds in the Account as described below:

- Through direct deposit by someone who makes regular payments (each, a "Direct Deposit") to the Primary Cardholder or the Secondary Cardholder, such as an employer;

- From a Funding Account using the Division's OnCard Website or mobile application; and
- At a Division branch, by depositing cash or check(s) or requesting a fund transfer from a Funding Account.

Primary Cardholder-Only Methods. The Primary Cardholder may deposit funds in the Account from a Funding Account established at the Division using the Division's OnCard Website or mobile application.

Dependent Cardholder Methods. If permitted by the Primary Cardholder or Secondary Cardholder, a Dependent Cardholder may deposit funds that will be added to the Dependent Cardholder's funds balance as described below:

- Through Direct Deposit;
- From the Dependent Cardholder's Funding Account using the Division's OnCard Website or mobile application; and
- At a Division branch, by depositing cash or check(s) or requesting a fund transfer from the Dependent Cardholder's Funding Account.

Registering a Funding Account. Card Users can request to register a U.S. checking or savings account opened at a Bank Division or another financial institution as a Funding Account through the Division's OnCard Website, mobile application, or branch. The funding account being registered must be in the legal name of the Card User who is requesting to register it. The Bank may require the Card User to undertake certain actions in order to complete the registration process.

Fees and Limitations. The loading of funds is subject to the fees, charges, and limits in the Schedule of Fees. These limits apply in the aggregate to use by all Card Users and may apply individually to Card Users. For purposes of daily limitations, the Bank uses a rolling 24-hour period.

Availability of Funds. The Bank's policy is to make funds loaded to the Account or a Card available to the appropriate Card User(s) on the day the Bank receives the funds, subject to the terms of this Agreement (including provisions relating to negative balances).

Ownership of Funds. The Primary Cardholder is the legal owner of the Account and all funds in the Account, including all funds added by other Card Users.

## 7. Use of the Card

Permitted Transactions. Card Users can perform the following types of transactions, subject to the transaction limits imposed by the Bank on all Card Users and subject to the transaction restrictions imposed by the Primary Cardholder or Secondary Cardholder on the types of transactions that may be performed by each Dependent Cardholder:

- At any merchant that accepts Visa Debit Cards (a "**Visa Merchant**"), to purchase goods and services and, for a transaction using a PIN, to obtain cash (subject to any limitations imposed by the merchant);
- At an automated teller machine operated by the Bank (a "**Bank ATM**") or an automated teller machine displaying the Visa or PLUS logo or other appropriate network logos or identification (a "**Visa ATM**"), to: (i) make withdrawals of cash up to the amount of funds available on the Card (including any fees charged for that withdrawal); or (ii) obtain Card balance information. (Some of these services may not be available at all ATMs. For example, it may not be possible to withdraw all of the funds available on the Card at a particular ATM because it permits withdrawals only in multiples of twenty dollars (\$20));
- At the teller window of a Division branch, to obtain cash up to the amount of funds available on the Card;
- At the teller window of any other bank or financial institution displaying the Visa logo (a "**Visa Bank**"), to obtain cash up to the amount of funds available on the Card (including any fees charged for that transaction); and

- To authorize others to originate one-time or recurring debits to the Card (for example, to pay recurring bills).

Fees and Limitations. The use of funds is subject to the fees, charges, and limits in the Schedule of Fees. These limits apply in the aggregate to use by all Card Users and may apply individually to Card Users. For purposes of daily limitations, the Bank uses a rolling 24-hour period.

Non-Performance of a Transaction. The Bank is not responsible or liable for any claim arising from or related to the refusal or delay of any Visa Merchant, Visa ATM operator, Visa Bank or other person to honor or return a Card or perform any action regarding the Account.

## 8. **Fees and Charges on the Account**

The Bank's Fees and Charges. The Primary Cardholder acknowledges receipt of the current Schedule of Fees. The Bank may change the amount and kinds of fees as provided in Section 1 above. The Primary Cardholder agrees to pay any and all applicable fees in effect from time to time, until all use of the funds available in the Account is terminated, as provided in Section 24 below. The Primary Cardholder authorizes the Bank to debit these fees from the funds available in the Account without any further notice or demand, even if the Account is inactive, abandoned, or unclaimed. The Bank shall not be liable for refusing to complete any transactions on a Card because of insufficient funds resulting from debiting these fees and charges.

Fees and Charges by Other Parties. If a Card is used at a Visa ATM, the Card User may be charged a fee by that ATM's owner, operator, or network, and the Card User may be charged a fee for a balance inquiry even if no funds are withdrawn at that Visa ATM. In addition, the Card User may be charged fees by third parties for use of a Card, such as (i) Visa Merchants for cash withdrawals in connection with point of sale transactions, and (ii) Visa Banks for cash withdrawals at their branches.

## 9. **Negative Account Balances; Collection Expenses; Attorneys' Fees; Venue**

Each time a Card User uses the Card to spend, withdraw, or send money, the amount of the transaction and any associated fees will be debited from the available funds balance for the Card. Typically, Card Users cannot exceed the Card User's available funds balance. The Bank may elect not to authorize a transaction using a Card if it exceeds the amount available for that Card User. However, under certain limited circumstances, Card Users may be able to perform a transaction that exceeds the available balance. If this happens, the Primary Cardholder will remain fully responsible for the amount of the purchase or withdrawal which exceeds the balance available for that Card User, and the Primary Cardholder agrees immediately to repay all negative balances. If the Primary Cardholder fails to do so, the Bank shall have the right to terminate the Account and the right to initiate collection proceedings against the Primary Cardholder as allowed by law. The Bank also reserves the right to automatically debit amounts due to the Bank from any subsequent credits to the Account, including all Dependent Cardholder balances.

The Primary Cardholder agrees to pay the Bank's reasonable collection expenses, whether or not any court or arbitration proceedings are filed. Collection expenses include reasonable attorneys' fees, the related cost of Bank staff (including in house legal counsel), and out-of-pocket expenses (whether or not such expenses are awardable as "court costs"). Unless prohibited by law, venue for the arbitration proceeding shall be in the jurisdiction in which the Primary Cardholder resides, unless otherwise agreed by the Primary Cardholder and the Bank.

## 10. **Authorization Holds; Authorization Requests by Certain Merchants**

When a Card is used for certain kinds of transactions, the merchant accepting the Card may request advance authorization of that transaction and may estimate the amount of the transaction. If the Bank authorizes a transaction on a Card, we may place a temporary hold on the funds available on the Card for the amount of that advance authorization, which we refer to as an "**Authorization Hold.**" An Authorization Hold is not payment for an authorized transaction, but it will reduce the funds available on the Card by the amount of the hold. The Bank will make payment for a transaction only after the actual transaction is presented to us.

Under the Visa rules governing Card transactions, merchants generally are permitted to request an authorization only for the actual amount of a transaction. However, certain kinds of merchants in specified situations are permitted to request an authorization for a card transaction in an amount different from the amount of the actual transaction. For example, certain merchants may request an authorization for the estimated amount of a transaction, and others may request authorization for an amount up to 20% over the amount of the actual bill in order to cover an anticipated tip. When we receive an authorization request from a merchant, we do not receive information from which to determine whether the request covers the actual amount of a transaction, an estimated amount, or whether the merchant's request exceeds the amount permitted by the Visa rules. For example: If a Card User uses a Card at a fuel pump, we will be asked to authorize a fixed amount established through Visa, which may be more than the cost of the fuel the Card User plans to pump. To avoid an Authorization Hold that exceeds the amount of the actual purchase, the Card User should not swipe a Card at the fuel pump. If a Card User uses a Card to pay for a \$50 dinner, the restaurant may request authorization for a \$60 transaction, as permitted by the Visa rules. If a Card User uses a Card at a bar to order drinks totaling \$10, the bar might request authorization for a \$50 transaction in anticipation that the Card User will place additional orders. Even though this practice is not permitted by the Visa rules, the Bank cannot make this determination at the time it receives the authorization request.

An Authorization Hold generally will be released within three (3) business days after the date of the actual transaction. However, certain merchants, especially rental car companies, hotels, and others that authorize high dollar amounts may cause an Authorization Hold to remain in effect for an extended period of time. Card Users can obtain each Authorization Hold amount against the funds available on their Cards at any time by calling their Division's Customer Service from within the U.S. or 954-233-4093 from outside the U.S. or logging in to their Division's OnCard Website or mobile application, or visiting a branch.

#### 11. **Foreign Transactions**

All Foreign Transactions made with the Card will be posted in U. S. dollars. **"Foreign Transaction"** means any transaction on a Card that is made: (a) in non-US currency; (b) outside the United States; or (c) with a non-US merchant, even if that transaction is made in U.S. currency. Card transactions in non-US currency are converted to U. S. dollar amounts by Visa, using Visa's currency conversion procedure and rate. For each Foreign Transaction, the Card User will be charged a Foreign Transaction fee equal to 3% of the transaction amount. This Foreign Transaction fee will be posted as a separate item on the Card transaction history. This fee will be charged whether or not there is a currency conversion in connection with the Foreign Transaction.

#### 12. **No Illegal Use; OFAC Sanctions; Internet Gambling Prohibited**

Neither the Account or any Card may be used: (a) for any illegal purpose; (b) for any transaction or in any manner that violates the law; (c) to conduct transactions in any country or territory, or with any individual or entity, that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (**"OFAC"**); or (d) to gamble online, including with a mobile application.

The Primary Cardholder acknowledges and agrees that it is their responsibility to ensure that Card Users determine the legality of each transaction in all applicable jurisdictions before entering into any transaction. Display of the Visa logo or any other logo by any person accepting the Card does not indicate that the transaction is legal in all applicable jurisdictions. The Primary Cardholder agrees to monitor use of any Cards by Dependent Cardholders under the age of eighteen (18) to ensure that they are not using a Card for transactions not permitted for persons under the age of eighteen (18). The Primary Cardholder further acknowledges and agrees that we have no obligation to monitor, review, or evaluate Card User transactions for legality and that we may presume that all Card User transactions are legal in all applicable jurisdictions.

The Bank may also block use of the Account or a Card in countries or territories subject to OFAC sanctions. The Primary Cardholder also agrees that Card Users will not use their Cards in connection with any online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. The Bank has the right (but no obligation to any Card User) to decline or block any transactions that we

believe may be prohibited under this section. To the fullest extent permitted by law, the Primary Cardholder further agrees that we are not responsible for the recovery or reimbursement of any funds transferred in connection with any transaction authorized by a Card User that is determined to be illegal. The Primary Cardholder remains liable for, and must indemnify the Bank for, any transactions made in violation of this section.

### 13. **Information About Card Transactions and Balance; Digital Alerts**

Transaction Receipts. At the time a Card User uses a Card to make a purchase or make a payment at a Visa Merchant, to make a withdrawal at a Visa ATM, to obtain cash at a Division branch, or to obtain cash at any Visa Bank, the Card User may obtain a receipt for the transaction.

Balance Information. Card Users may obtain information about the current available balance on their Card by calling the Division's Customer Service from within the U.S. or 954-233-4093 from outside the U.S., by logging into the Division's OnCard Website or mobile application, by using any Bank or Visa ATM, or by visiting a Division branch.

Because not all transactions, fees, and charges are posted to the Card at the time they occur, the balance information obtained from any of these sources may not reflect immediately all transactions conducted or all fees to be charged to the Card.

Transaction History. The Primary Cardholder or Secondary Cardholder may access an electronic history that covers at least 60 days of Account and Card transactions by logging into the Division's OnCard Website or mobile application, calling the Division's Customer Service from within the U.S. or 954-233-4093 from outside the U.S., or visiting a Division branch. In addition, the Primary Cardholder or Secondary Cardholder may obtain a 60-day written history of Account and Card transactions by writing to the Bank at the mailing address provided in Section 30. If the Primary Cardholder or Secondary Cardholder requests a written transaction history by mail, the Primary Cardholder agrees to pay the fee, if any, specified in the Schedule of Fees for that service.

A Dependent Cardholder may obtain an electronic history that covers at least 60 days of their Card transactions, by logging into the Division's OnCard Website or mobile application, calling the Division's Customer Service from within the U.S. (or 954-233-4093 from outside the U.S.) or visiting a Division branch. In addition, a Dependent Cardholder may obtain a 60-day written history of their Card transactions by writing to the Bank at the mailing address provided in Section 30. If a Dependent Cardholder requests a written history by mail, the Primary Cardholder agrees to pay the fee, if any, specified in the Schedule of Fees for that service.

Digital Alerts. Card Users who use the Division's OnCard mobile application may request notices alerting them to specific transactions on their Card (each, an "**Alert**"). Currently, we provide Alerts only through push messaging through the Divisions' OnCard mobile application.

Receipt of any Alert may be delayed or prevented by a Card User's telecommunications carrier or other third parties. The Bank does not guarantee either: (a) the delivery or the accuracy of any information provided through the Alerts service; or (b) continuous or uninterrupted access to Alerts. The Bank is not responsible for any delay, failure, or error in a Card User's enrollment for Alerts or in the transmission or content of information provided through Alerts. The Bank will not be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through Alerts, from any inaccurate information provided through Alerts, from a Card User's use of or reliance on any information provided through Alerts, or from any inability to access Alerts. Alerts are not encrypted. Each Card User acknowledges that, although we may not show the Card number for any Alert, the Alert may include information about the Card User and/or the funds available on their Card. Anyone with access to the mobile phone or other mobile device ("**Mobile Device**") receiving the Alerts through push messaging may be able to view the contents of the Alerts even when the Mobile Device is locked.

The Bank does not charge Card Users any fee to enroll in or receive Alerts. However, mobile network operator data charges may apply to Alerts sent to a Mobile Device. Card Users should check with their mobile network operator regarding whether data charges may apply to receipt of Alerts.

### 14. **Accurate Information; Changes to Contact Information**



It is solely the Primary Cardholder's responsibility to ensure that all information provided to the Bank by Card Users in connection with opening the Account and issuing Cards is accurate. It is also the Primary Cardholder's sole responsibility to ensure that the contact information for all Card Users is updated whenever there is a change, including each Card User's name, home or mailing address, phone number, and e-mail address. Card Users may make changes to their contact information by contacting the Bank as provided in Section 30 below. The Bank shall have no liability for any payment processing errors, operational problems, or any fees Card Users may incur as a result of inaccurate or outdated contact information. Until the Primary Cardholder provides updated information, we can send notices and other communications to the name and address in the Bank's current records and they will be deemed effectively delivered for all purposes. If a Card User's mailing address appears to be no longer valid, we may suspend mailing notices and other communications until a valid address is received.

#### 15. **Security Procedures**

To access the Division's OnCard Website or mobile application, Card Users will be provided with and/or required to select or create one or more authentication credentials, such as username and passwords, all of which are referred to in this Agreement together and separately as "**Security Credentials**." The Bank requires Card Users to use the Security Credentials to gain access to the Division's OnCard Website or mobile application. From time to time, we may require Card Users to select or create different Security Credentials and may change the types of security techniques used to access the Primary Cardholder's Division's OnCard Website or mobile application.

The Primary Cardholder is responsible for ensuring that all Card Users:

- protect the confidentiality and security of their Security Credentials;
- use strong passwords; and
- not reveal or share their Security Credentials with any other person.

If a Card User permits any other person to use their Security Credentials to access the Division's OnCard Website or mobile application, the Card User will be responsible for any transfers of funds from any Funding Account to their Card that the other person may perform on the Division's OnCard Website or mobile application.

#### 16. **Disputes with Merchants**

If a Card User uses a Card at a Visa Merchant and a dispute arises about that Card transaction, the Primary Cardholder agrees to make a good faith effort to settle the dispute with the Visa Merchant. The Primary Cardholder may ask the Bank to assist in settling any unresolved dispute by contacting the Bank as provided in Section 30 below. Except as expressly provided in Section 17 below, Card Users cannot initiate "stop payment" requests for transactions made with a Card.

#### 17. **Preauthorized Recurring Payments; Stop Payment Request**

Preauthorized Recurring Payments. If a Card User has authorized any person to debit recurring payments from the funds available on their Card at substantially regular intervals and these payments may vary in amount, the person submitting the debit request will tell the Card User, at least ten (10) days before each payment, when it will be debited and how much it will be.

Stop Payment Request. To make a stop payment request for a preauthorized payment, Card Users must contact the Bank as provided in Section 30 below. Card Users must contact the Bank at least three (3) business days before the date of a preauthorized payment for the Bank to place a stop payment. To honor a stop payment request, we must replace the Card of the Card User whose payment is being cancelled. After we receive and act on a stop payment request, the Card User will not be permitted to access funds on the Card until the Card User receives and activates a replacement Card from us, which may take up to seven (7) calendar days. All replacement Cards will be sent to the Primary Cardholder. Unless the Primary Cardholder instructs otherwise, the Bank will transfer any balance of funds available on the old Card to the new Card. Card Users must contact the Bank at least three (3) business days before the date of a preauthorized payment for the Bank to place a stop payment.

If the Account or a Card is terminated, as provided in Section 24, the Primary Cardholder must contact all parties authorized to charge recurring payments to the Account or Card to cancel future transactions. Such transactions may continue to be charged to the Account or Card until the Primary Cardholder changes the billing instructions for those recurring payments, and the Primary Cardholder will be liable for those transactions.

## 18. **Lost or Stolen Cards; Unauthorized Use; The Primary Cardholder's Liability**

**Unauthorized Use.** Tell the Bank immediately if a Card is believed to be lost, stolen, or used without permission. Calling the Division's Customer Service from within the U.S. (or 954-233-4093 from outside the U.S.) is the best way of keeping possible losses down. Unless the loss or misuse of a Card is reported to the Bank promptly, all funds available on the Account could be lost.

A Card User will have no liability for an unauthorized use of any Card or the Account if the following conditions are met: (i) the Card was used for a transaction other than at an ATM, and the transaction was processed through the Visa Network; (ii) a Card User has promptly reported the loss, theft, or unauthorized use of the Card to the Division; and (iii) the Card User did not act in a grossly negligent or fraudulent manner in handling the Card. Otherwise, the provisions below will govern the Primary Cardholder's liability for the unauthorized use of any Card.

If the above conditions are not satisfied in an instance of unauthorized use of any Card on the Account, if the Card User notifies the Bank within two (2) business days after learning of the loss, theft, or unauthorized use of the Card, the Primary Cardholder's liability will not exceed \$50 if someone used the Card without the permission of the Card User. If a Card User does NOT notify the Bank within two (2) business days after learning of the loss, theft, or unauthorized use of the Card, and we can prove we could have stopped someone from using the Card without permission if a Card User had told us, the Primary Cardholder's liability could be as much as \$500.

If a Card User's review of their electronic transaction history discloses a Card transaction the Card User did not make, the card User must notify the Bank at once. If the Card User fails to notify the Bank within sixty (60) calendar days after accessing the electronic transaction history or receiving a printed form of the transaction history, we may decline to refund any amount lost if we can prove that we could have prevented the loss if we had been notified in time. If a good reason (such as a long trip or a hospital stay) kept the Card User from notifying us, we will extend the notice period by an amount that, in the Bank's judgment, is reasonable under the circumstances. If the Card User fails to notify the Bank within 120 days after the alleged unauthorized transfer was credited or debited to the Account, we will decline to offer a refund unless the delay was due to extenuating circumstances.

Card Users can report the loss, theft, or unauthorized use of a Card by:

- Calling the Division's Customer Service from within the U.S. or 954-233-4093 from outside the U.S.;
- Logging in to the Division's OnCard Website or mobile application and clicking on Card Management in the main menu and selecting Report Card Lost/Stolen; or
- Visiting a Division branch.

**Authorized Use.** The Primary Cardholder's liability includes all transactions, fees, and charges made by all persons that any Card User permitted or gave express, implied, or apparent authority to use the Account or a Card – even if the Primary Cardholder was unaware of the activity.

## 19. **The Bank's Liability**

If the Bank does not complete a transfer of funds to or from a Card on time or in the correct amount in accordance with this Agreement, we will be liable for resulting actual damages—but not indirect, incidental, special, consequential, punitive, or exemplary damages. The Bank will have no liability under the following circumstances:

- If, through no fault of the Bank, the Card User does not have enough funds available on the Card to make the transfer;

- If the ATM where the Card User is attempting to make a withdrawal does not have enough cash;
- If any terminal or system is not working properly and the Card User knew of the defect when starting the transfer;
- If we are prohibited by law from completing the transfer;
- If circumstances beyond the Bank's control (such as fire or flood) prevent the Card transaction, despite reasonable precautions that the Bank has taken;
- If withdrawals from the Account have been prohibited by a court order such as a garnishment or other legal process;
- If the Card User(s) have exceeded the limits on frequency of transfers, dollar amount of transfers, or balance amounts;
- If a merchant, financial institution, person-to-person payment service, or other party refuses to make a transfer or accept a transfer from the Card;
- If we have reason to believe that the transfer has not been properly authorized or is fraudulent; or
- If the Bank's failure to complete a transfer is unintentional and results from a bona fide error, notwithstanding the Bank's procedures to avoid such error.

There may be other exceptions to liability stated in this Agreement or otherwise provided by law.

## 20. **Disclaimer of Liability**

In providing the Account and related services, the Bank disclaims any duty or responsibility other than those expressly set forth in this Agreement.

## 21. **The Bank's Right of Set-Off**

All Card Users acknowledge that, except as otherwise prohibited by law, we have the right to set off any indebtedness or other obligations which are owed to the Bank against the Account and any Card User funds balance. The Bank may do this at any time without any further notice to or demand on any Card User, whether the indebtedness or other obligations exist at the time a Card is issued or arise later. The indebtedness includes, without limitation, all charges and any negative balance incurred on any account the Primary Cardholder holds with the Bank. The Primary Cardholder agrees that, subject to state laws, we may set off any claim that we have against the Primary Cardholder against the Account without regard to the source or ownership of the funds in the Account.

## 22. **Disputes**

Without prior written notice to any Card User, the Bank may hold funds in the Account subject to a claim or may pay the source of the claim when we receive any notice, claim, or court order which we believe may affect the Account (such as liens, garnishments, attachments, levies, injunctions, or other orders of a court or other governmental agency), regardless of the form or manner in which we receive the notice, claim, or court order and regardless of whether we are a named party to the notice, claim, or court order. The Bank will not be responsible for refusing to let a Card User withdraw funds from the Account or refusing to pay transactions on the Account during the time we are holding the funds because of the claim or after we have paid funds to the source of the claim.

In the event of any controversy with respect to the Account, such as a claim against funds in the Account, the Bank may refuse to pay any funds to anyone until we are satisfied that the controversy is resolved, or we may continue to honor credits to and transactions on the Account. The Bank will not be responsible for any damages any Card User may suffer as a result of the Bank refusing to allow any Card User to withdraw funds or make charges due to the controversy or allowing credits to or transactions on the Account during the controversy. The Bank also may interplead the funds in the Account in a court of appropriate jurisdiction, naming all of the claimants on the Account as defendants in the interpleader action. The Primary Cardholder agrees to reimburse the Bank for all expenses it incurs in an interpleader action, including attorneys' fees and costs, and the Bank may obtain reimbursement of those expenses from funds in the Account without notice to any Card User.

## 23. Inactive or Abandoned Cards

The Bank may place the Account or Card(s) on inactive status if there are no funds in the Account or there are no credits to or transaction on the Account or Card after an extended period, as determined in its sole discretion. Once an Account or Card has been placed on inactive status: (i) certain Card transactions may be declined; (ii) Card Users may not be able to access Card transaction history and information; and/or (iii) the Primary Cardholder may need to contact the Bank as provided in Section 30 in order to reactivate the Account and/or the Card. Cards and/or the available funds on the Cards also may be presumed abandoned after a period of time specified by applicable law. Card funds that are presumed to be abandoned will be escheated to the appropriate state in accordance with applicable law. For purposes of escheatment, any funds balances of Dependent Cardholders are deemed to be the Primary Cardholder's funds.

## 24. Termination

The rights of Card Users to have funds loaded onto their Cards (referred to as **"Loading Rights"**) and the right of Card Users to use their Cards (referred to as **"Use Rights"**) may be terminated as provided below:

- The Primary Cardholder or Secondary Cardholder may terminate the Account or the Loading Rights and/or Use Rights of any or all Card Users at any time by notifying the Bank as provided in Section 30; or
- The Bank may terminate the Account or the Loading Rights and/or Use Rights of any or all Card Users, for any reason or for no reason, and without any prior notice to any Card User.

Once a Card User's Loading Rights have been terminated:

- The Bank may, without any liability to any Card User:
  - Refuse to load funds or accept any credits to that Card User's Card, whether from Direct Deposits or otherwise; and
  - Continue to assess any fees otherwise applicable against any funds remaining on that Card User's Card.
- Unless we have terminated a Card User's Use Rights, a Card User may continue using their Card to withdraw any funds remaining on their Card.
- If the Bank terminates any Dependent Cardholder's Use Rights, any funds remaining on the Dependent Cardholder's Card will be transferred to the Primary Accountholder's available funds balance.

All Loading Rights for a Card User automatically terminate when a Card User's Use Rights are terminated.

A Card User's Use Rights automatically terminate when:

- The Card User's Loading Rights have been terminated as provided above; and
- No funds remain on the Card User's Card.

Once a Card User's Use Rights have been terminated:

- The Bank may, without any liability to any Card User:
  - Refuse to honor any Card transactions that Card User presents to the Bank for payment;
  - Refuse to load funds or accept any credits to that Card User's Card, whether from Direct Deposits or otherwise; and
  - Continue to assess any fees otherwise applicable against any funds remaining on that Card User's Card.

If an Account is terminated, the Bank will transfer any funds remaining on the Account (including any funds balances of Dependent Cardholders) to the Primary Cardholder's Funding Account. If that Funding Account is closed, we will send a check for any funds remaining on a terminated Account (including any

funds balance of Dependent Cardholders) to the Primary Cardholder at the current mailing address shown in the Bank's records. Subject to law, if the funds remaining in a terminated Account are \$1 or less, we do not have to return those funds. The Bank has no obligation to provide a check for any funds available on the Account until all Use Rights have been terminated.

Similarly, if the Bank terminates the Use Rights of a Card User other than the Primary Cardholder, we will transfer any funds remaining in the Card User's Funding Account to the Primary Cardholder's Funding Account. If that Funding Account is closed, we will send a check for any funds remaining in the Card User's Funding Account to the Primary Cardholder at the mailing address shown on the Bank's records. If a Card User terminates their Use Rights, the Card User must pay the fee, if any, specified in the Schedule of Fees in effect at the time of the termination.

If, after termination of a Card User's Loading Rights and/or all Use Rights, anyone attempts to load funds to the Card User's Card, the Bank may accept the funds and set off any indebtedness to the Bank (including any applicable fees and charges) arising under the Account against these funds. Termination of a Card User's Loading Rights and/or all Use Rights, however the termination may occur, shall not affect prior transactions or obligations relating to the Account existing at the time of the termination. The Bank will have no liability to any Card User for any damages that any Card User may suffer as a result of termination of a Card User's Loading Rights or Use Rights.

## 25. **Survival**

All rights to use the Card or make changes to the Account terminate when the Account is closed. All of our rights and all Card User obligations remain in effect until the Account is closed and any negative balance is paid in full. The provisions of this Agreement that relate to any obligation or liability arising prior to termination, or the resolution of any dispute regarding such obligation or liability, shall survive the termination of this Agreement by the Bank or the Primary Cardholder. By way of example and without restricting the foregoing, the arbitration provisions contained in Section 31 shall survive termination.

## 26. **Notice to Card Users**

In order to receive notices, a Card User agrees to ensure that the contact information they have provided to the Bank is current and accurate, as required by Section 14 above.

Electronic Notices. The Bank may send an electronic notice to a Card User, in its discretion, by either (i) e-mail to one or more of the e-mail addresses it has in its records for the Card User, or (ii) through the Division's OnCard Website or mobile application so that the Card User receives the notice when logging in to the Account.

Mailed Notices. The Bank will not mail any information to an address that the U.S. Postal Service has informed the Bank is "undeliverable" or otherwise invalid. The Bank may, but is not required to, change the address for a Card User in its records if the U.S. Postal Service notifies the Bank of a new address for the Card User. The Card User waives any and all claims against the Bank that arise in connection with any mail forwarded to them or sent to an address for the Card User supplied to the Bank by the U.S. Postal Service. The Bank may make notices or other communications available to a Card User by holding all or any of these items for the Card User or delivering all or any of these items to the Card User, according to the Card User's request or instructions.

## 27. **Assignment**

No Card User may assign or transfer any portion of this Agreement or the Account without the Bank's prior written permission. The Bank may assign or transfer this Agreement, the Account or any portion thereof without notice to any Card User. This Agreement shall be binding upon the parties' heirs, representatives, successors, and permitted assigns.

## 28. **Delay in Enforcement; Severability**

Any delay by the Bank in enforcing its rights or a Card User's obligations under the Agreement shall not be deemed to release, waive, impair, or discharge those rights or obligations. If any part of the Agreement is unenforceable in any jurisdiction, the rest of the Agreement will remain enforceable in that jurisdiction, and the entire Agreement shall remain enforceable in all other jurisdictions.

## 29. **Governing Law; Venue**

This Agreement and the Account including all activity by Card Users shall be governed by and construed in accordance with the laws of the United States and the State of Utah, regardless of either the principles on the conflict of laws or the location where any Card User resides or uses a Card. Each Card User agrees that we may bring legal action against them in the jurisdiction in which the Primary Cardholder resides, unless otherwise agreed by the Primary Cardholder and us.

## 30. **Contacting Us; Errors or Questions about Transactions and the Account**

Contacting Us. To ask questions about the Account or to make changes to the Account, including Card User information, the Primary Cardholder or Secondary Cardholder may:

- Call the Division's Customer Service from within the U.S. or 954-233-4093 from outside the U.S.;
- Log in to the Division's OnCard Website or mobile application; or
- Visit a Division branch.

To ask questions about their Card or to make changes to their Card User information, Dependent Cardholders may:

- Call the Division's Customer Service from within the U.S. or 954-233-4093 from outside the U.S.;
- Log in to the Division's OnCard Website or mobile application; or
- Visit a Division branch.

Errors and Questions About Transactions. In case of errors or questions about any Card transaction, a Card User must contact the Bank as soon as possible, particularly if they think their transaction history or a transaction receipt is wrong or if they need more information about a transfer listed on their transaction history or transaction receipt. The Bank must hear from a Card User no later than 60 days after we send the Card User a previously requested copy of a transaction history showing the same. If the error involves an unauthorized transfer and a Card User does not tell the Bank within 120 days after the alleged unauthorized transfer was credited or debited to the Account, the Primary Cardholder may not get back any money unless the delay was due to extenuating circumstances. A Card User may:

- Call the Division's Customer Service from within the U.S. or 954-233-4093 from outside the U.S.;
- Visit a Division branch; or
- Write a letter to the Bank indicating that they are submitting a "Customer Statement of Disputed Transaction" and mail it to Cardholder Services, P.O. Box 7235, Sioux Falls, SD 57117-7235, or fax it to 954-377-0072.

When a Card User contacts the Bank, they will be required to provide:

- Their name and Card number (if any);
- A description of the error or the transfer in question and an explanation of why they believe it is an error or why they need more information.
- The dollar amount of the suspected error.

If a Card User notifies the Bank by phone or at a Division branch, the Bank may require them to send the complaint or question in writing within ten (10) business days by mailing it to: Cardholder Services, P.O. Box 7235, Sioux Falls, SD 57117-7235, or faxing it to 954-377-0072.

The Bank will determine whether an error occurred within ten (10) business days after we hear from a Card User and will correct any error promptly. If we need more time, however, the Bank may take up to forty-five (45) calendar days to investigate the complaint or question. If we decide to do this, we will credit the Account within ten (10) business days for the amount claimed to be in error, so that the Card Users will have the use of the money during the time it takes the Bank to complete the investigation. If the Bank asks a Card User to put the complaint or question in writing and the Bank does not receive the Complaint or question within ten (10) business days, the Bank may not credit the Account.

For errors involving new Cards (i.e., cards that have been open less than thirty (30) calendar days), point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate the complaint or question. For new Cards, we may take up to twenty (20) business days to credit the Account for the amount claimed to be in error.

The Bank will tell the Card User the results within three (3) business days after completing its investigation. If the Bank determines that there was no error, it will send the Card User a written explanation. The Card User may ask for copies of the documents that the Bank used in its investigation.

Timeframes described herein may be different if the error or question does not claim unauthorized activity.

### 31. **Dispute Resolution**

**This Dispute Resolution Provision contains a jury waiver, a class action waiver, and an arbitration agreement set out in four Sections. READ IT CAREFULLY.** No portion of this Dispute Resolution section shall be interpreted or applied in a manner prohibited by governing law, but all other portions shall remain in effect. Without limitation, no portion of this Dispute Resolution section shall require arbitration or other non-judicial procedure to resolve any controversy or settle any claim arising out of any consumer credit transaction that is secured by a dwelling (including a home equity line of credit secured by the consumer's principal dwelling).

#### **SECTION 1: GENERAL PROVISIONS GOVERNING ALL DISPUTES.**

**31.1.1: PRIOR DISPUTE RESOLUTION AGREEMENTS SUPERSEDED.** This Dispute Resolution Provision shall supersede and replace any prior "Jury Waiver," "Class Action Waiver," "Arbitration," "Dispute Resolution," or similar alternative dispute agreement or provision between or among the parties.

**31.1.2: "DISPUTE" DEFINED.** As used herein, the word "Dispute" includes, without limitation, any claim by either party against the other party related to this Agreement, the Account, any transaction in the Account, any Card or a Credit Card Check. "Dispute" includes, but is not limited to, matters arising from or relating to a deposit account, an application for or denial of credit, warranties, and representations made by a party, the adequacy of a party's disclosures, enforcement of any and all of the obligations a party hereto may have to another party, compliance with applicable laws and/or regulations, performance or services provided under any agreement by a party, including without limitation disputes based on or arising from any alleged tort or matters involving the employees, officers, agents, affiliates, or assigns of a party hereto.

If a third party is a party to a Dispute (such as a credit reporting agency, merchant accepting a credit card, junior lienholder, or title company), each party hereto agrees to consent to including that third party in any arbitration proceeding for resolving the Dispute with that third party.

**31.1.3: JURY WAIVER.** Each party waives their respective rights to a trial before a jury in connection with any Dispute. All Disputes shall be decided by a judge sitting without a jury, unless submitted to binding arbitration pursuant to Section 2.

**31.1.4. AGREEMENT FOR BINDING ARBITRATION IF (A) A CONSUMER PARTY REQUESTS OR (B) THE JURY TRIAL WAIVER IS NOT ENFORCED.** A party who (in context of the Dispute) is a consumer may timely elect to require that the Dispute be submitted as applicable to binding arbitration under Section 2 hereof. In addition, if this Agreement's jury waiver is unenforceable by law, or otherwise not enforced by a court exercising jurisdiction over the Dispute, then all parties hereby agree that the Dispute shall be timely submitted as applicable to binding arbitration under Section 2. **BY AGREEING TO RESOLVE SPECIFIED FUTURE DISPUTES IN ARBITRATION, THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE THOSE DISPUTES IN COURT.**

In any lawsuit regarding a Dispute (a "Lawsuit"), following the service of a complaint, third-party complaint, cross-claim or counterclaim or any answer thereto, any amendment to any of the above, or a ruling or entry of an order that has the effect of invalidating this Agreement's jury trial waiver (any of the foregoing, an "ADR Event"), then **at any time prior to trial of the Dispute, but not later than 30 days after the ADR Event**, any party shall be entitled to move the court for an order (on the grounds set forth

in the preceding paragraph) compelling arbitration under Section 2 and staying or dismissing the Lawsuit pending such arbitration (an “ADR Order”). A party that commenced or participated in the Lawsuit may nevertheless demand arbitration of a Dispute after an ADR Event. Commencement or participation in the Lawsuit shall not operate as a waiver of the right to compel arbitration. After entry of an ADR Order, the non-moving party shall commence the arbitration. The moving party shall, at its discretion, also be entitled to commence arbitration but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration.

**31.1.5: CLASS ACTION WAIVER.** If permitted by applicable law, **each party waives the right to litigate any Dispute as a class action (either as a member of a class or as a representative) or to act as a private attorney general. The waiver in this paragraph applies whether the proceeding is in a court, in an arbitration.**

**31.1.6: SURVIVAL:** This Dispute Resolution Provision shall survive any termination, amendment, or expiration of this Agreement, or any other relationship between the parties.

**SECTION 2: TERMS GOVERNING THOSE DISPUTES SUBMITTED TO ARBITRATION.** This Section 2 governs Disputes that are submitted for binding arbitration under subsection 31.1.4. An arbitrator shall have no authority to determine the validity, enforceability, meaning and scope of this Dispute Resolution Provision, or (ii) class action claims brought by either party as a class representative on behalf of others, or by a class representative on either party’s behalf as a class member, which matters may be determined only by a court without a jury.

Arbitration under this provision shall be conducted before a single arbitrator through either the National Arbitration Forum (“NAF”) or Judicial Arbitration and Mediation Service, Inc. (JAMS), as selected by the initiating party, in accordance with the rules of NAF or JAMS (the “Administrator”). However, if the parties agree, a licensed attorney may be selected by the parties to conduct the arbitration without an Administrator. If NAF and JAMS both decline to administer arbitration of the Dispute, and if the parties are unable to mutually agree upon a licensed attorney to act as arbitrator without an Administrator, then either party may file a Lawsuit and move for an ADR Order. The arbitrator, however appointed, shall have expertise in the subject matter of the Dispute. Governing law and venue for the arbitration proceeding shall be as stated in Section 29 above.

In any arbitration commenced by a consumer regarding a consumer Dispute, Lender or Bank shall pay one half of the Administrator's initial filing fee, up to \$500. If Lender or Bank commences arbitration or is the moving party obtaining an ADR Order, Lender or Bank shall pay all Administrator and arbitrator fees, regardless of whether or not the consumer is the prevailing party in such arbitration, unless such Dispute involves a claim for damages by a consumer and is found by the arbitrator to be frivolous. For this paragraph, “consumer Dispute” shall mean a Dispute involving credit or services provided by Lender or Bank, primarily for personal, family, or household purposes, in which the claim for damages is less than \$75,000.

The Administrator and the arbitrator shall have the authority, to the extent practicable, to take any reasonable action to require the arbitration proceeding to be completed within 180 days of commencing the arbitration. The arbitrator: (i) will render a decision and any award applying applicable law; (ii) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment; (iii) will give effect to any statutory or contractual limitations period (e.g., any statute of limitations) in determining any Dispute or defense; (iv) shall have the authority to impose sanctions on any party that fails to comply with time periods imposed by the Administrator or the arbitrator, including, without limitation, the sanction of entering a final award against the party that fails to comply; (v) shall have authority to award costs and fees (including attorneys' fees and costs, arbitration administration fees and costs, and arbitrator(s)' fees) to the extent permitted by law; (vi) shall recognize and honor claims of privilege recognized at law; and (vii) with regard to motions and the arbitration hearing, shall apply the Federal Rules of Evidence. The doctrines of compulsory counterclaim, res judicata, and collateral estoppel shall apply to any arbitration proceeding hereunder.

Commencement of an arbitration by any party shall not prevent any party from at any time (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, temporary restraining orders, property



preservation orders, foreclosure, sequestration, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver; or (ii) availing itself of any self-help remedies such as setoff and repossession rights or non-judicial foreclosure of collateral. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds \$200,000, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney's fees and costs) exceeds \$200,000, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within 30 days following the date of the arbitration award; if such a request is not made within that time period, the arbitration award shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator; if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply.

To request information on how to submit an arbitration claim, or to request a copy of an Administrator's rules or fee schedule, please contact the Administrators as follows: JAMS: 1920 Main St., Suite 300, Irvine, CA 92614, Phone: (949) 224-1810, Fax: (949) 224-1818, E-mail: [info@jamsadr.com](mailto:info@jamsadr.com), Website: [www.jamsadr.com](http://www.jamsadr.com); NAF: National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405-0191, Phone (800) 474-2371, E-Mail: [info@adrforum.com](mailto:info@adrforum.com), Website: [www.adrforum.com](http://www.adrforum.com).

Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If the terms of this Section 2 vary from the Administrator's rules, this Section 2 shall control.

**SECTION 3: RELIANCE.** Each Card User and the Bank each (i) certify that no one has represented to such party that any other party would not seek to enforce a jury waiver, class action waiver, arbitration provision in the event of suit, and (ii) acknowledge that they have been induced to enter into this Agreement by, among other things, material reliance upon the mutual waivers, agreements, and certifications in the three Sections of this DISPUTE RESOLUTION PROVISION.