

***Privileged & Confidential***

**Prepaid Card Agreement**

This Prepaid Card Agreement (“Agreement”) explains the terms of your Prepaid Card. Please keep it for your records.

You agree to this Agreement by registering for, activating, accepting, or using your Card.

Contact information, including our website, our telephone number, our address and our email address are provided in the List of All Fees, which should be read in conjunction with the Short Form Disclosure, Privacy Policy, and this Card Agreement for important information about the use and features of your Card.

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. THIS PROVISION MAY SUBSTANTIALLY LIMIT YOUR RIGHTS IN THE EVENT OF A DISPUTE. SEE BELOW UNDER “ARBITRATION” FOR DETAILS.**

<b>Definitions</b>	
ACH:	The Automated Clearing House system
Agreement:	This Prepaid Card Agreement, together with the Fee Disclosures and Privacy Policy
ATM:	An Automated Teller Machine where you may be allowed to use your Card if disclosed in the List of All Fees
Business days:	For purposes of this Agreement, our business days are Monday through Friday, excluding national holidays - Saturday, Sunday, and federal holidays are not considered business days, even if we are open.
Card:	The Prepaid Card provided to you
Card Carrier:	The document provided with your card, that the Card is affixed to
Direct Deposit Transaction:	A deposit of funds paid by the Sponsor to your Card. Only Direct Deposits initiated by the Sponsor are permitted to your Card.
Fee Disclosures:	The Fee Disclosures refer to the Short Form Disclosure and the Long Form Disclosure provided prior to activating your Card. The Short Form Disclosure lists key fees associated with your Card in a standard format. The Long Form Disclosure (“List of All Fees”) is a list of all fees that may apply to your Card, provided on the back of the Card carrier. For each fee, the List of All Fees disclosure provides the maximum amount we may charge you for that fee and the conditions, if any, under which the fee is waived, or reduced.

Global Deposit:	The sending of money to a designated bank account outside the United States
Load:	Any time that money is added to your Card
Network:	The Network Association (Mastercard or Visa), whichever appears on your Card
PIN:	A four-digit code that may be used to make purchase transactions instead of signing for your transaction. This may also be a code which permits accessing your Card funds or information at an ATM (if your Card allows this feature).
Replacement Card	A Card issued to you in the event that your prior card is lost, stolen, or damaged
Sponsor:	The organization that requested we issue your Card, and that may Load the Card for your use
Transaction:	Any time you use your Card to access the money on it
We, Us, and Our:	Fifth Third Bank, National Association, of Cincinnati, Ohio, the issuer of the Card, our successors, affiliates or assignees
You, Your and Yours:	The person who is issued, or accepts, activates, or registers a Card and any Authorized User of the Card

<b>Using Your Card</b>  Your Card is a Network-branded Prepaid Card that lets you purchase goods and services from merchants that accept debit cards in the Network. You can also use your Card for the Transactions permitted in the List of All Fees. Your Card is not a credit card, and may not provide the same rights to you as those available in credit card transactions. It can be used only for the amounts not exceeding the amount of the Load(s).	
<b>How You Can Use Your Card – Limits</b>	You can use your Card to complete Transactions at merchants that accept Network-branded debit cards (including internet, mail and phone order purchases). Other features and any associated fees are in the List of All Fees. The Transaction Limits are listed below the List of All Fees.
<b>Point-of-Sale (POS) Transactions <u>without</u> PIN</b>	You may use your Card to complete transactions at merchants that accept Network-branded debit cards, without using your PIN. Purchases made without a PIN include both signature-based transactions and all PIN-less transactions without a signature.

<b>Point-of-Sale (POS) Transactions <u>with</u> PIN</b>	You may use your Card to complete Transactions at merchants that accept Network-branded debit cards using your PIN. You are responsible for the protection of your PIN. You may not be able to recover money lost as a result of the unauthorized use of your PIN. To prevent unauthorized access to the Card balance, you agree to keep your PIN confidential. We recommend that you memorize your PIN and do not write it down.
<b>Protecting Your PIN</b>	In order to keep your balance secure, you must strictly protect the confidentiality of your PIN. If you believe that your PIN is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your PIN), you must immediately notify our Customer Service Department.
<b>Use of the Card by Others</b>	If you provide your Card to another person, you are responsible for that person's use of your Card even if that person uses the Card for Transactions you did not intend. In order to terminate the other person's authority to use the Card, you must either get the Card back or call us to deactivate the Card. Reissuance of the Card may incur fees as described in the List of All Fees.
<b>Authorization Holds</b>	When you use your Card to pay for goods or services, certain merchants (such as restaurants and hotels) may ask us to authorize the Transaction in advance and may estimate its final value up to twenty (20%) more to cover any tip or gratuity that you may add to the purchase. If this occurs and your total bill, after adding in the additional 20% (or more), exceeds the amount available on the Card, your transactions may be declined. Accordingly, you should ensure that the Card has an available balance that is 20% (or more) greater than your total bill prior to using the Card for these types of purchases. When we preauthorize a Transaction, we commit to make the requested funds available when the Transaction finally settles and may place a temporary hold on your Card's funds for the amount indicated by the merchant (which may be more than the final settled Transaction amount). We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final Transaction. Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an "authorization" or "hold" on your available balance for up to thirty (30) days. Until the Transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your Card for the correct amount of the final Transaction, however, and will release the hold on any excess amount when the Transaction finally settles.
<b>Receipts and Other Card Information</b>	You can get a receipt at the time you make any Transaction using your Card at a merchant or an ATM (if your Card allows this feature). A

	<p>receipt may not be provided for certain small-ticket Transactions. You may obtain information about the amount of money you have remaining on your Card by calling us. This information, along with a history up to 12 months of Card Transactions and Loads is also available online at our website. You also have the right to obtain a written history up to 24 months of Card Transactions and Loads preceding your request by calling us or writing to us. If you have arranged to have Direct Deposits or are expecting Loads made to your Card at least once every 60 days from the same person or company, you can call us or visit our website to find out whether or not the deposit has been made. Our website, telephone number and address are printed in the List of All Fees.</p>
<b>Fees</b>	<p>You agree to pay all fees set forth in the List of All Fees. The List of All Fees is the comprehensive listing of all fees associated with your program. It is located on the back of your Card Carrier. For each fee, the List of All Fees provides the maximum amount we may charge you for that fee and the conditions, if any, under which the fee is waived or reduced. We can collect all fees by deducting them from the money on your Card and from any Loads. We can change the fees, as described below under “Changes to this Agreement.”</p>
<b>Transactions Made in Foreign Currencies</b>	<p>Transactions made in currencies other than U.S. dollars will be converted to U.S. dollars under the rules of the Network at the time of the Transaction. Currently those rules provide that the conversion rate may be either a wholesale market rate or government-mandated rate in effect the day the Network processes the Transaction. The currency conversation rate in effect on the processing date may be different from the rate in effect on the Transaction date or the posting date. We will also add a Foreign Currency Conversion Fee on all Transactions made in currencies other than U.S. dollars. The Foreign Currency Conversion Fee will be equal to a percentage amount of each foreign currency Transaction, as set forth in the List of All Fees.</p>
<b>No Interest Paid</b>	<p>We do not pay any interest on the money Loaded on your Card (the interest rate and the Annual Percentage Yield are 0%).</p>
<b>Recurring Payments</b>	<p>Because your Card can be used only for the amount that is Loaded to it, we recommend that you do not use your Card for recurring payments. If you do, please be sure that you have sufficient money on your Card for each payment. Otherwise, your payments may be rejected and returned for insufficient funds, and your Card may be terminated or suspended.</p>
<b>If a Transaction Exceeds the Amount</b>	<p>You should expect that any Transaction that exceeds the amount of money on your Card should be declined. A fee may apply to a Transaction that is declined, if disclosed in the List of All Fees. If a merchant completes a Transaction that results in a negative balance on</p>

<b>of Money on Your Card</b>	your Card, you agree to immediately pay us the amount of the negative balance. If you do not make the required payment, we have the right to initiate collection proceedings against you, report your failure to consumer reporting agencies and take other remedies. See <u>Termination and Other Remedies</u> .
<b>Expiration Date</b>	<p>Subject to applicable law, you may use the Card only through its expiration date, which is stated on the front of the Card. If you attempt to use the Card or add funds to your Card after the expiration date, the transactions may not be processed.</p> <p><i>Available funds do not expire:</i> Your funds will never expire, regardless of the expiration date on the front of your Card. If there is a balance remaining in your Card upon expiration, a new Card may be issued to you. You must activate any newly issued Card in order to access the funds in your Card. If we do not choose to issue a new Card to you or if we cancel your Card for any reason, we will attempt to refund to you the balance remaining in your Card less any amounts owed to us (e.g., fees and charges). A check made payable to you will be mailed to you at the latest postal address reflected in our records. A fee may be imposed for refunding the remaining account balance by check (see List of All Fees).</p>
<b>Unclaimed Property</b>	For Cards without a Load or a Transaction for a period of years, the funds on your Card will be presumed to be abandoned. This exact period of time is prescribed by applicable state law determined by the address associated with your Card in our records. We may impose fees on Cards that are presumed abandoned as permitted by applicable law. This fee varies but the maximum charged for this fee is listed in the List of All Fees. Any balance remaining on your Card will be remitted to the custody of the applicable state agency in accordance with state law, and we will have no further liability to you for such funds. Prior to remitting, we may try to locate you at the address shown in our records, so we encourage you to keep us informed if you change your address. You may notify us of a change of address by logging in to our website listed in the contact information for your program or by calling the Customer Service number on the back of your Card.
<b>Disposing of a not activated Card</b>	If you dispose of the Card without activating it, you will have no access to any Card features or Card Funds access options linked to the Card. All Card features and access options are stated in the List of All fees in addition to any associated fees. Even if your card is not activated, upon your request, we may issue you a Replacement Card if you have disposed of your Card. There may be a fee associated with ordering a Replacement Card and other conditions (see List of All Fees). An activated Replacement Card has access to all Card features and Card Funds access options as the original Card you received. We reserve the

	right to decline to issue you a Replacement Card in accordance with applicable law.
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<b>Other Obligations and Restrictions On You</b>	
You agree to each of the following obligations and restrictions when you use your Card.	
<b>Required Information</b>	<p><i>Important information about procedures for obtaining a new Card:</i> To help the government fight the funding of terrorism and money laundering activities, upon request, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who obtains a Card account.</p> <p><i>What this means for you:</i> We may ask for your full legal name, residential or business street address (not a P.O. Box), e-mail address (if any), date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.</p>
<b>Your Disputes with Merchants</b>	We do not guarantee, and we are not responsible for, the delivery, quality, safety, legality or any other aspect of goods and services you purchase using your Card. If you use your Card at a merchant and a dispute with the merchant arises, you agree to make a good faith effort to resolve the dispute directly with the merchant. If the dispute cannot be resolved, you may notify us in writing for assistance in settling the dispute. You cannot stop payment to merchants for transactions made through the use of your Card.
<b>Your Relationship With the Sponsor</b>	The terms of any payments from the Sponsor to you, including whether the money belongs to you and is the correct amount, are matters between you and the Sponsor. We are not responsible for resolving any disputes between you and the Sponsor.
<b>Your Liability for Unauthorized Use of Your Card</b>	Contact our Customer Service Department by calling or writing, or at our website, as soon as you can, if you think an error has occurred on your Card. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you tell us orally, we may require that you send us your complaint or question in writing. You could lose all the money on your Card. You agree



	<p>to the unauthorized purchase, and (7) the purchase was made for personal, family or household purposes.</p> <p><i>If your Card has a Visa logo:</i> If your Card is used to make purchases at merchants without your authorization, you will not be liable for this unauthorized usage under certain circumstances. You will not be liable if all of the following are true: (1) the purchase was completed without your PIN, (2) the purchase was processed through the Visa network, (3) you were not grossly negligent or fraudulent in the handling of the Card, and (4) the purchase was made for personal, family or household purposes.</p>
<p><b><i>If You Believe Your Card or PIN Has Been Lost or Stolen, or That Someone May Use Your Card Number or PIN Without Your Permission—</i></b></p> <p>Call us, contact us at our website, or write to us as soon as you can. Our website, telephone number and address are printed in the List of All Fees.</p>	
<b>ATM Withdrawals</b>	The List of All Fees will state if your Card has the option to use ATM withdrawals in addition to other ATM features and any fees that we may charge for these features. If you have this feature, you may use your Card to withdrawal cash at ATMs that accept Network-branded cards.
<b>ATM Fees</b>	The List of All Fees will state if your Card has the option to use ATMs. If you have this feature, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a cash withdrawal. In addition to fees assessed by ATM Operator, the Program Manager may also assess fees. Any additional ATM Fees that may apply to your program are printed in the List of All Fees.
<b>ACH Transfers</b>	The List of All Fees will state if your Card has the option to make ACH transfers from your Card Funds, in addition to any fees that we may charge for this feature. If you have this feature, the following terms apply to each transfer of money from your Card to your U.S. bank account. When you attempt to transfer money from your Card to your U.S. bank account utilizing our ACH transfer feature, you are requesting an electronic transfer to your bank account and are authorizing us to facilitate such transfers. Upon your request, we will make the electronic transfer via the ACH system from the available balance on your Card to your U.S. bank account in the amount you specify. You may be charged a service fee for all ACH transfers in accordance with the List of All Fees. If you request an ACH transfer, we require that



	<p>you provide us proper authorization online at the time the transfer is requested, and provide us with the following information: your bank name, bank routing number, and bank account number. You hereby warrant that all such information is correct. We shall have no liability whatsoever if you fail to provide the correct information for the ACH transfer. We may refuse to honor an ACH transfer request and/or require additional information from you as disclosed in this Agreement or if we are unable to authenticate information that you provide to us.</p> <p>You may transfer money from your Card to your U.S. checking or savings account electronically via ACH. You may initiate ACH transfers by logging onto our website or contacting our Customer Service Department, and by providing us the information we request and following our instructions.</p>
<b>Direct Deposits</b>	<p>Direct Deposit means a deposit of funds paid by the Sponsor to your Card. You may not authorize any external Direct Deposits to your Card. Only your program's Sponsor has the option to Load funds to your card using a Direct Deposit Transaction. Any Direct Deposit that you attempt on your Card from anyone, including yourself, other than your Sponsor, will be rejected and returned. Those funds will not be added to your Card balance. Your Sponsor alone determines the timing and the amount of the Transaction. Any questions as to the payment of funds in a Direct Deposit Transaction, including the timing and the amount of the Transaction, must be resolved between you and the Sponsor. When you receive funds on your Card through a Sponsor-initiated Direct Deposit Transaction, our policy is to make funds transferred to your Card available to you on the date we receive the transfer, at the time we receive the transfer, regardless of whether that day is a business day. Once the funds are available, you can use them for all Transactions permitted in this Agreement.</p>
<b>Global Deposit</b>	<p>The List of All Fees will state if your Card has the option of Global Deposit. If you have this feature enabled for your Card program, you may be able to use your Card to send money to designated bank account(s) outside the United States through a Global Deposit provider affiliated with your Program. The terms and conditions for this Global Deposit service, including any applicable pricing, will be set forth on the cardholder website printed in the List of All Fees. You must agree to the Terms of Use, in full, on the website prior to establishing a profile and enabling this remittance service.</p>

<b>Secondary Cards</b>	<p>The List of All Fees will state if your Card has the option to request a secondary card, in addition to any fees that we may charge for this feature. If you have this feature, you may request that we issue a Secondary Card to a secondary cardholder located in the U.S., designated by you. We may decline such a request in our sole discretion. If we issue a Secondary Card to a secondary cardholder, you agree that the secondary cardholder may access and use the available money on your Card. You also authorize the secondary cardholder to establish a unique login and password in order to view the Transaction and Load history of your Card and the Transaction history of the Secondary Card on our website. The secondary cardholder is not a joint owner of the Card, and you agree to pay for all Transactions made by the secondary cardholder, and all applicable fees and charges. You are responsible for modifying or changing all personal information and keeping it up to date. We have no obligation to accept any instructions from the secondary cardholder, however you authorize us to accept and follow the secondary cardholder's instructions in our sole discretion.</p>
<b>Legal Requirements</b>	<p>You agree that you will: (i) not use the Card at gambling websites or for any illegal transactions; (ii) promptly notify us of any loss or theft of the Card or unauthorized transactions; (iii) not use the Card for business purposes; and (iv) use the Card only as permitted by us. The Card may not be accepted by certain merchants whose goods or services are not legal for minors.</p>

<b>Our Rights and Obligations</b>  This section of the Agreements explains some of our rights and obligations.	
<b>Our Liability for Failure to Complete a Transaction</b>	<p>If we do not complete a Transaction or Load on your Card on time or in the correct amount, according to this Agreement with you, we will be liable for your losses or damages, to the extent required by law. There are some circumstances where we will not be liable. We will not be liable, for instance:</p> <ul style="list-style-type: none"> <li>• If, through no fault of ours, your Card funds are insufficient for the transaction or are unavailable for withdrawal (for example, because there is a hold on your funds or your funds are subject to legal process).</li> <li>• If the ATM where you are making the Transfer does not have enough cash.</li> </ul>

	<ul style="list-style-type: none"> <li>• If a computer system, ATM, or POS terminal is not working properly and you knew of the problem when you started the Transaction or Load.</li> <li>• If a merchant refuses to honor your Card.</li> <li>• If circumstances beyond our control (such as an Act of God, fire or other catastrophe, or an electrical or computer failure) prevent the Transaction or Load, despite reasonable precautions that we have taken.</li> <li>• If any failure or malfunction is attributable to your equipment, to merchant or ATM equipment, or to any service or payment system.</li> <li>• If you attempt to use a Card that has not been properly activated.</li> <li>• If an employee of a load network did not properly transmit information to us.</li> <li>• If your Card or Access Information has been reported as lost or stolen, if your Card has been suspended by us, or we have reason to believe that the Transaction or Load requested is unauthorized, suspicious or fraudulent.</li> <li>• If you attempt to complete a Transaction that is not allowed for your Card.</li> <li>• If you attempt to complete a Transaction contrary to the terms and conditions in this Agreement.</li> </ul> <p>There may be other reasons stated in this Agreement.</p>
<b>Suspicious, Fraudulent or Unlawful Conduct</b>	<p>We may report suspicious, fraudulent, or unlawful conduct to law enforcement authorities. We may withhold any amount we reasonably believe that you owe as a result of any wrongful conduct in connection with your Card or your use of our website.</p>
<b>Privacy</b>	<p>We will disclose information to third parties about your Card or the Transactions or Loads you make:</p> <ul style="list-style-type: none"> <li>• Where it is necessary for completing Transactions or Loads.</li> <li>• In order to verify the existence and condition of your Card for a third party, such as a consumer reporting agency or merchant.</li> <li>• In order to comply with government agency or court orders.</li> <li>• If you give us your written permission.</li> </ul>

	<ul style="list-style-type: none"> <li>As described in our Privacy Policy.</li> </ul> <p>A copy of our Privacy Policy is included with your other program materials.</p>
<b>Limitation of Our Liability</b>	<p>We, our affiliates and the parties with which we contract to offer the Card are not responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to your Card, your use (or misuse) of the Card, our website, or any products or services purchased using your Card. However, this limitation does not apply to our liability as described in the section titled “Our Liability for Failure to Complete a Transaction,” or as limited by applicable law.</p>
<b>No Warranty of Availability or Uninterrupted Use</b>	<p>From time to time, services related to the Card may be inoperative. When this happens, you may be unable to use your Card or obtain information about your Card. Please notify us if you have any problems using your Card. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.</p>
<b>Disclaimer of Warranties</b>	<p>EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.</p>
<b>Changes to This Agreement</b>	<p>We may add to, delete, or change any of the terms of this Agreement, including the Short Form Disclosure and the List of All Fees, at any time. This means that we may add or increase fees at any time. We will give you notice at least twenty-one (21) days before the effective date of any change if the change would result in: (i) increased fees you would be required to pay; (ii) increased liability for you; (iii) fewer types of available electronic fund transfers; or (iv) stricter limitations on the frequency or dollar amount of transfers. Advance notice may not be given, however, if we need to make the change immediately in order to maintain or restore the security of your Card or any related payment system. If any such change becomes permanent and</p>

	disclosure to you of the change would not jeopardize the security of the Card or any related payment system, we will provide notice to you within thirty (30) days after making the change. This is the only manner in which changes may be made.
<b>Changes to Transaction Limits</b>	We reserve the right to modify the Transaction Limits from time to time. We will notify you of any change in the Transaction Limits as may be required by law. For security purposes, we may impose additional Transaction Limits on your Card and you will be advised of such limitations to the extent required by applicable law. The Transaction Limits in effect at the time your Card is issued are listed below the List of All Fees.
<b>Termination and Other Remedies</b>	<p>We, in our sole discretion, may terminate this Agreement, your Card, access to your Card, or your access to our website, at any time and for any reason. We will provide you any notice required by law. We may set off the amount of any outstanding fees or payments due to us, and any negative balance created by a Transaction that exceeds the amount of money on your Card, including from Loads that are subsequently added to your Card.</p> <p>Without limiting other remedies, we may update inaccurate or incorrect information you provide to us, contact you by means other than electronically, place a hold on money on your Card, limit funding sources and payments, limit access to your Card and any or all of the Card's functions, limit Transactions or fail to process Transactions, indefinitely suspend your Card and refuse to provide our services to you if: (a) you breach this Agreement; (b) we are unable to verify or authenticate any information you provide to us; (c) we believe that your Card account or activities pose a significant credit, fraud or money laundering risk; or (d) we believe that your actions may cause financial loss or legal liability for you, us or others. The rights described in this section are in addition to and apart from any other rights.</p>
<b>In Case of Errors or Questions About Your Card</b>	Contact our Customer Service Department by calling or writing, or at our website, as soon as you can, if you think an error has occurred on your Card. Contact information is included in the List of All Fees and on the back of your Card. Telephoning is the best way of keeping your possible losses down. If you tell us orally, we may require that you send us your complaint or question in writing. You could lose all the money on your Card. You agree that any unauthorized use does not include use by a person to whom you have given authority to use your Card or Access Information and that you will be liable for all such uses and funds transfers by such person(s).

	<p>You agree to safeguard your Card against loss, theft and unauthorized use by taking all reasonable precautions. If your Card has been lost or stolen or believe that someone has made an unauthorized transaction with your Card (or may attempt to use your Card without permission) or you believe an error has occurred with your Card, you agree to notify us IMMEDIATELY and in no event later than sixty (60) days of the date of the transaction at issue. You will need to tell us:</p> <p>Your full name and Card number.</p> <p>Why you believe there is an error, and the dollar amount involved.</p> <p>Approximately when the error took place.</p> <p>If you need more information about our error-resolution procedures, call us at our telephone number or visit our website. Both the telephone number and website address for your program are included in the List of All Fees and on the back of your Card.</p>
<b>Resolving Dissatisfaction</b>	<p>We aim to provide you with a positive cardholder experience and endeavor to resolve any cardholder issues in a thorough and satisfactory manner. If you have any dissatisfaction or complaint with any aspect of our services to you please contact our Customer Service Department by calling or writing, or at our website. Our website, telephone number and address are printed in the List of All Fees. Our telephone number is also listed on the back of your Card.</p>

### **Arbitration**

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

*Agreement to Arbitrate:* Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

<u>Claims Covered</u>		
	<i>What Claims are subject to arbitration?</i>	All Claims relating to your Card, a prior related Card, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.
	<i>Whose Claims are subject to arbitration?</i>	Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as an authorized user of your Card, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.
	<i>What time frame applies to Claims subject to arbitration?</i>	Claims arising in the past, present, or future, including Claims arising before the issuance of your Card, are subject to arbitration.
	<i>Broadest interpretation.</i>	Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the “FAA”).
	<i>What about Claims filed in Small Claims Court?</i>	Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.
<u>How Arbitration Works</u>		

	<p><i>How does a party initiate arbitration?</i></p>	<p>The party filing an arbitration must choose one of the following two arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:</p> <p>American Arbitration Association, 800-778-7879 (toll-free), Website: <a href="http://www.adr.org">www.adr.org</a></p> <p>JAMS, 800-352-5267 (toll-free), Website: <a href="http://www.jamsadr.com">www.jamsadr.com</a></p> <p>At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.</p>
	<p><i>What procedures and law are applicable in arbitration?</i></p>	<p>A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations</p>



		between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.
	<i>Who pays?</i>	Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.
	<i>Who can be a party?</i>	Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, authorized users on a single Card, or corporate affiliates are here considered as one person.
	<i>When is an arbitration award final?</i>	The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is

		final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.
<p><b><u>Survival and Severability of Terms</u></b></p> <p>This arbitration provision shall survive: (i) termination or changes in the Agreement, the Card, or the relationship between you and us concerning the Card; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No portion of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.</p>		

<b>Miscellaneous</b>	
Electronic Alerts	You can elect to receive electronic Card alerts via email or text messaging, if offered by us. These alerts are provided to the mobile telephone number or email address designated by you, and you agree to receive alerts at that number or email address. The alerts that you elect to receive are for convenience purposes only. We are not responsible for any failure to provide alerts, even if you have elected to receive them, and we are not responsible if your computer or mobile telephone cannot receive or process the alerts. Alerts do not amend, supplement, change, or replace any other notice or information that you may receive in connection with your card including (but not limited to) any information provided to you on your Card history or this Agreement. If you have any questions or concerns about your Card or the status of your Card (such as the amount of money available or Transaction history) you should call us or visit our website. Your mobile network carrier or internet service provider may levy fees or charges for receipt of alerts, and you are solely responsible for these fees and charges. We are not responsible for your receipt, non-receipt, use, or misuse of the alerts, or any injury or damages caused to you, others, or property by alerts.
Entire Agreement	This Agreement, including the Privacy Policy, Short Form Disclosure and the List of All Fees, constitutes the entire agreement between you and us with respect to your Card and our relationship regarding your Card, and supersedes all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with these subjects.
Governing Law	Except as otherwise provided in the Arbitration section of this Agreement, this Agreement and your Card are governed by federal law

	and, to the extent that state law applies, the laws of Ohio without regard to conflict of laws principles.
Severability	Except as otherwise provided in the Arbitration section of this Agreement, if any provision of this Agreement is deemed unlawful, void, or unenforceable, then that provision shall be deemed severable from and shall not affect the validity and enforceability of any remaining provisions.
No Waiver	No failure by us to enforce the strict performance of any provision of this Agreement will constitute a waiver by us of any right to subsequently enforce that provision or any other provision of this Agreement.
Assignment	You may not assign your rights or obligations under this Agreement. We may assign our rights or obligations, in whole or in part, at any time and without notice to you. Notwithstanding the foregoing, this Agreement shall be binding on you and your heirs, your executors, administrators, guardians, personal representatives, or trustee in bankruptcy.