

**NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS YOU OPT OUT AS DETAILED IN THE ARBITRATION SECTION BELOW.**

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which Patriot Bank, N.A., Member FDIC ("Issuer") has issued the Spentra Mastercard® Payroll Card to you.

Please read this Agreement carefully and keep it for future reference. By activating the Card or by loading, using, or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or 19 if you reside in a state where the age of majority is 19); (ii) you are a U.S. citizen or legal alien residing in one of the 50 states or the District of Columbia; (iii) the personal information that you provide to us in connection with the Card is true, correct, and complete; and (iv) you received a copy of this Agreement and agree to be bound by and to comply with its terms, including the Arbitration Provision set forth below and the accompanying List of All Program Fees ("Fee Schedule").

### Definitions

**"Account Number"** means the unique number used to identify your Card Account. Please note that your Account Number is different than your 16-digit Card Number.

**"Spentra"** means Spentra Card, LLC, the third party that markets and provides the Money Earned® feature of the Card.

**"ATM"** means Automated Teller Machine.

**"Available Balance"** means your Balance less preauthorizations (described below). Note: Your Available Balance may be positive, zero, or negative.

**"Balance"** means the total amount of funds designated to you and on deposit with us in your Card Account. Note: Your Balance may be positive, zero, or negative.

**"Business Day"** means Monday through Friday, excluding federal holidays, even if we are open for business. Any references to "days" found in this Agreement are calendar days unless otherwise indicated.

**"Card"** means the prepaid card issued to you by Issuer pursuant to this Agreement.

**"Card Account"** means the account we maintain on your behalf to track your Balance on deposit with us and record transactions made using your Card or by other means set forth herein.

**"Card Network"** means Mastercard®, the card network for your Card.

**"Card Number"** is the 16-digit number printed on the Card.

**"Issuer"** means Patriot Bank, N.A. Issuer is a bank chartered under the laws of the State of Connecticut and a Member of the Federal Deposit Insurance Corporation ("FDIC").

**"Mobile App"** means the mobile application provided by Spentra Mastercard Payroll Card in the Apple App Store<sup>1</sup> and Google Play Store<sup>2</sup> where certain information regarding your Card Account is available. Standard rates for data and text messaging may apply from your cellular service provider for use of the mobile application.

**"PIN"** means Personal Identification Number.

**"We", "us", and "our"** mean the Issuer, our successors, affiliates, or assignees.

**"Website"** means the internet page listed below where certain information regarding your Card Account with us is maintained.

**"You", "Your", and "Cardholder"** means the person who has received a Card and is authorized by the Issuer to use the Card as provided for in this Agreement.

Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

### How to Contact Us

For Customer Care or additional information regarding your Card, including the terms, conditions and fees that apply to the Card, as well as your transaction and Balance history, please contact us: **By phone** at **888.972.6872** (toll free within the U.S.); **By mailing us** at **Spentra, P.O. Box 530492, Henderson, NV 89053**; **By logging in to your online account** at [www.spentra.com](http://www.spentra.com); **By logging in to the Spentra Mobile App** available on the Apple App Store<sup>1</sup> or Google Play<sup>2</sup>. There is no cost for contacting Customer Care. When you call Customer Care, you may be asked to provide certain personal information so we can verify your identity. For your security, please DO NOT send the following information to us via e-mail: (i) your full Card Number or full Account Number, (ii) your personal identifiable information, such as full Social Security number or birth date, (iii) your login information for internet account access, or (iv) images of identification documents such as your state-issued ID or Social Security card.

### Important Information about Procedures for Opening a New Card Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who obtains a Card. What this means for you: When you open a Prepaid Card account or request a Secondary Card (as defined below), we may require your (and in the case of a Secondary Card, the Secondary Cardholder's (as

defined below) name, address, date of birth, Social Security number, tax identification number, and other information that will allow us to identify you (and in the case of a Secondary Card, the Secondary Cardholder). We may also ask to see your (and in the case of a Secondary Card, the Secondary Cardholder's) driver's license or other identifying documents. If we are unable to verify your identity, we may, at our sole discretion: (i) permit you to activate and use your Card to spend down any Available Balance on your Card, (ii) issue you a refund check for any Available Balance on your Card, or (iii) require further investigation. You will not be able to reload your Card and may not be able obtain cash or use your Card internationally until we are able to verify your identity.

### About the Card

The Card is a prepaid card. The Card is not a credit card. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a checking or savings account. You will not receive any interest on your funds in your Card Account. There is no credit line associated with your Card. The funds in your Card Account will be insured to the maximum coverage limit provided by the FDIC, through the Issuer, once we have been able to verify your identity. The Card is and will at all times remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, may not be resold, and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. You agree to sign the back of each Card immediately upon receipt. You agree to only use the Card for personal, family, or household purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law. All dollar amounts stated herein are in U.S. Dollars ("USD") unless expressly stated otherwise. The Card may not be offered in all states. Refer to the table below for a current list of states where the Card is not offered. If you are located in or move to a state where we do not offer the Card, we may close your Card Account and return any Balance to you as permitted by applicable law.

New York
States are subject to change. If you move to a state where the Card is no longer offered, your card may be closed and any remaining balance will be returned to you.

### Fees

All fee amounts will be withdrawn from your Card Account, except where prohibited by law.

**NOTE: Fees assessed to your Card Account Balance may bring your Card Account Balance negative. Any time your Card Account Balance is less than the fee amount being assessed on your Card Account or your Card Account Balance is already negative, the assessment of the fee will result in a negative Balance on your Card Account or increase the negative Balance on your Card Account, as applicable. If that occurs, any subsequent deposits or loads into your Card Account will first be applied to the negative Balance.**

The fees that apply to your Card Account are listed on the accompanying Fee Schedule and are also available on our Website (see section above entitled "How to Contact Us").

### Activating Your Card

You must activate your Card before it can be used. You may activate your Card by calling **877.937.7360** or via the Mobile App (see section above entitled "How to Contact Us"). Your Card may not be immediately available for use after activation if we have not verified your identity or you have not loaded any funds.

### Secondary Card

We may issue a secondary Prepaid Card ("Secondary Card") up to three additional persons that are members of the Primary Cardholder's family or household at the written request of the Primary Cardholder (each "Secondary Cardholder"). Each such Secondary Cardholder will have full access to any funds the Primary Cardholder transfers to such Secondary Cardholder Secondary Prepaid Card.

The following terms will apply if one or more Secondary Cards are issued:

- **Secondary Card Issuance.** We will make any inquiries of the prospective Secondary Cardholder that we consider appropriate to help determine whether we should issue a Secondary Card. This may include, but is not limited to, verification of identity. Secondary Cards may only be issued to persons in the United States with a valid Social Security number or tax identification number.
- **Secondary Card Use.** The Primary Cardholder must activate a Secondary Card. After activation, a Secondary Card may be used by a Secondary Cardholder to make purchases or withdrawals subject to the available balance on the Secondary Cardholder's Prepaid Card.
- **Access to Cardholder Transactional Data.** Each Primary Cardholder will have full access to the transactional information associated with the Primary Cardholder's and all Secondary Cardholders' Prepaid Cards. Secondary Cardholders will not have access to the Customer Care call center or [www.spentra.com](http://www.spentra.com) or the services provided thereunder. The Primary Cardholder can call or access the services online on behalf of the Secondary Cardholder.
- **Full Access to Funds.** Each Primary Cardholder and Secondary Cardholder will have access to any available funds on the Secondary Cardholder's Prepaid Card. The Primary Cardholder's access to use the available balance on the Secondary Cardholder's Prepaid Card is limited to transferring funds to and from such Prepaid Card.

- **Communications.** All communications to be sent or given in accordance with this Agreement will be communicated to the Primary Cardholder only. The Primary Cardholder is responsible for sharing all communications from us with the Secondary Cardholders. All communications sent or given to the Primary Cardholder are deemed to be given to both the Primary Cardholder and the Secondary Cardholders.
- **Bound by all Instructions.** The Primary Cardholder and any Secondary Cardholders each agree to be bound by all instructions and requests made or purported to be made by any of them.
- **Cancellation by Primary Cardholder.** A Secondary Cardholder's Prepaid Card may be terminated at the request of the Primary Cardholder at any time, provided that we are given a reasonable opportunity to act on such request and any available balance on the Secondary Cardholder's Prepaid Card will be transferred to the Primary Cardholder's account without notice to any impacted Secondary Cardholder. The cancellation or termination of the Primary Card account will automatically result in termination of the Secondary Cardholder Prepaid Card and any available balance on such Prepaid Card will be sent or otherwise provided only to the Primary Cardholder.
- **Responsibility for Secondary Cardholder Transactions.** The Primary Cardholder shall be responsible for the Prepaid Card usage, including any fees and charges, by any Secondary Cardholder or any person authorized by any Secondary Cardholder. If the Secondary Card is used in a manner which violates this Agreement, both the Primary and Secondary Cards may be cancelled.
- **Liabilities not affected by Disputes of Cardholders.** All obligations of the Primary Cardholder and Secondary Cardholders under this Agreement to us shall not be affected by any dispute or counterclaim or right of set-off which the Primary or Secondary Cardholders may have against each other.

## Using Your Card

### Card Account Access

Subject to the limitations set forth in this Agreement and the accompanying Fee Schedule, you may use your Card, Card Number, or Account Number, as applicable, to (1) add funds to your Card Account (as described in the Section below entitled "Adding Funds ("Loading") to Your Card Account"), (2) transfer funds between Card Accounts, (3) purchase goods or services wherever your Card is accepted, (4) transfer funds from your Card Account to your bank account, and (5) withdraw cash from your Card Account wherever the Card Network's brandmarks are displayed (as described in the Section below entitled "Using Your Card to Get Cash"), as long as you do not exceed the value available in your Card Account. There may be fees associated with some of these transactions. For fee information, see the Fee Schedule attached to this Agreement. Some of these services may not be available at all terminals.

You may not use your Card for any illegal online gambling or any illegal transaction. You may not use your Card Number or the Issuer's routing number and your assigned Account Number in connection with the creation and/or negotiation of any financial instruments, such as checks, which we have not authorized.

You acknowledge and agree that the value available in your Card Account for use or withdrawal is limited to the funds loaded to your Card Account minus any pending loads or pending authorizations, minus funds spent or withdrawn from the Card Account, and minus any and all applicable fees. If your Available Balance is insufficient to cover any transaction amount or any transaction fee(s) assessed or both, the transaction may be declined. If you use your Card Number without presenting your Card (such as for a mail order, telephone, or internet purchase), the legal effect will be the same as if you used the Card itself.

You cannot use your Card at an automated fuel dispenser ("pay at the pump"); you should pay for your fuel purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the Transaction amount for the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. If your total bill plus the 20% hold exceeds the amount available on your Account your Transaction may be declined. Any preauthorized amount will result in the placement of a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. If we do not receive the final payment amount, the preauthorized amount on hold will remain in place for four (4) days. During a hold period, you will not have access to the preauthorized amount. If you cancel a Transaction after the merchant obtains an authorization, there may be a temporary hold on your money for 7 days or longer.

All transactions relating to car rentals may result in a hold for that amount of funds for up to 60 days.

### Limitations on Frequency and Dollar Amounts of Transactions

We impose certain limitations on the number or dollar amount of transactions you can make with your Card. For security reasons, we may further limit the number or dollar amount of transactions you can make with your Card. We may also limit transactions made with certain types of merchants, including but not limited to merchants engaged in illegal activities, online or off-shore gaming, or dating/escort services. We may increase or decrease these limits from time to time in our sole discretion and without prior notice to you, to the extent permitted by applicable law.

Card Activity Limits	Maximum
Cash Withdrawals (ATM) - Daily **	May not exceed \$950
Purchases - Daily	May not exceed \$2,500
Bank Teller Withdrawal - Daily **	May not exceed \$2,500
Card to Card - Daily	May not exceed \$300
**The bank or ATM where the withdrawal takes place may also place certain limits on a withdrawal.	

Money Earned® Feature	\$1.00 per transaction, up to \$100.00 taken
Up to 50% of your Net Wages at time of Request may be loaded to your Card Account via Money Earned feature in the Mobile App. When you choose to load funds using this method, Spentra will verify your available net earned wages at time of request with your employer's time and attendance provider. If you have sufficient earned wages available, Spentra will load the amount, as designated by you, to your Card Account. Your next scheduled paycheck will include only the remaining wages you earned per your employer's standard payroll process. This information is accurate as of 01/18/2022.	

Maximum cumulative amount for all loads in any 24-hour period	May not exceed \$25,000
Maximum balance of Card Account at any time ("Maximum Balance")	May not exceed \$25,000
*We may increase or decrease these limits or add additional limits from time to time in our sole discretion. We reserve the right to accept or reject any request to reload value to the Card if we reasonably suspect the Card is being used for prohibited purposes. The Card may only be reloaded where the reloads are in the Cardholder's name. We will provide advance notice of such changes when required by Law.	

#### Adding Funds ("Loading") to Your Card Account

Adding funds is referred to as "loading." You may load funds to your Card Account any time after your identity has been verified, subject to the limitations in this Agreement and the accompanying Fee Schedule. Merchants and banks may have additional limitations. We may assess a fee for one or more of the load options described below. See the accompanying Fee Schedule for more details. There may also be a fee from the originating bank or a third party involved in the load process.

Funds may be loaded to your Card Account through one or more of the following means marked "Yes" in the left column.

Available with Card?	Load Options
Yes <sup>1</sup>	<b>Cash Loads:</b> You may add funds to your Card Account by presenting cash and the Card at participating Green Dot reload network locations (see <a href="http://www.greendot.com">www.greendot.com</a> for participating merchant locations). Cash load services and products are provided by third parties. Even though we may allow use of load services to add money to your Card Account, we do not provide these services and are not responsible for any service issues that arise with them, except as otherwise stated in this Agreement. Use of a load service is subject to the terms and conditions established by the provider of such load service. The third parties providing such load service may charge a load fee.
Yes	<b>Money Earned® Feature:</b> Funds may be loaded to your Card Account via Money Earned feature in the Mobile App. When you choose to load funds using this method, Spentra will verify your available earned wages at time of request with your employer's time and attendance provider. If you have sufficient earned wages available, Spentra will load the amount, as designated by you, to your Card Account. Your next scheduled paycheck will include only the remaining wages you earned per your employer's standard payroll process.
Yes	<b>Direct Deposit:</b> Funds may be loaded to your Card Account (including all or part of your paycheck) or any federal or state government benefit or payment (e.g. federal tax refunds or Social Security payments) by use of the Automated Clearing House (ACH), commonly referred to as "direct deposit." To arrange for direct deposit, you will need to provide your employer or relevant government payer our banking routing number and your Account Number which can be found at <a href="http://www.spentra.com">www.spentra.com</a> . A direct deposit form is available by contacting us (see the section above entitled "How to Contact Us"). Your employer or benefits provider may also have a form you can use. You may obtain your Account Number by contacting us by phone or logging in to the Mobile App (see the section above entitled "How to Contact Us"). The 16-digit Card Number embossed or printed on your Card should not be used for initiating direct deposits or your deposits will be rejected.

	<p>If you have arranged to have direct deposits made to your Card Account at least once every sixty (60) days from the same person or company, the person or company making the deposit may tell you every time they send us the money. You may also call us to find out whether or not your direct deposit load has been received (see the section above entitled "How to Contact Us"). You agree that only direct deposits in your name or the name of someone for whom you have the legal authority to accept funds will be loaded to the Card. All other direct deposits in the name of anyone else may be declined and returned. If we discover that a direct deposit in the name of someone else was successfully loaded to your Card, we may deduct the amount of the deposit and return it. You should check with the payer to determine the effective date for any direct deposit they send to your Card Account.</p>
<b>Yes</b>	<p><b>Loads From Another Bank Account:</b> Funds may be loaded to your Card Account from an eligible checking or savings account held at a U.S. financial institution by means of an Automated Clearing House ("ACH") transaction initiated by you with the originating bank. You agree that only deposits in your name or the name of someone for whom you have the legal authority to accept funds will be loaded to the Card. All other deposits in the name of anyone else may be declined and returned. The originating bank may charge you a fee.</p>
<b>No</b>	<p><b>Loads From a Debit Card:</b> Funds can be loaded to your Card Account from a valid debit card by visiting our Website. Such debit card must be issued in your name by a U.S. financial institution or entity, as applicable. By requesting such a transfer, you represent that you are the owner of such debit card account and, if there are additional owners, you are authorized by them to withdraw or add funds and take all other actions required or permitted by this Agreement. When you provide us with your debit card account information, we may verify your authority and/or access to the account you identify. We are not responsible if conducting a transfer from a debit card to fund your Card Account results in an overdraft, over-limit, non-sufficient funds, or any other fee(s) or charge(s) associated with such transaction that may be charged by the issuer of your debit card.</p>
<b>No</b>	<p><b>Loads Through Other Third Parties.</b> At our sole discretion, we may enable your Card to accept funds from sources other than you for certain payments, stipends, or compensation. You must be the designated beneficiary of the payment and cannot accept payments on behalf of another person.</p>
	<p><sup>1</sup>You may have the ability to load funds to your Prepaid Card account through cash reload network systems, including retail reload networks. There may be minimum and maximum requirements as to the amount of funds and maximum requirements as to the number of times you may load funds to your Prepaid Card account through Alternative Loads. To the extent these features are available for your Prepaid Card, we may make, and you consent to us making, any inquiries that we consider appropriate to help determine the source of funds you load to your Prepaid Card. You may need to pass an additional verification process in order to use any of these features. We may amend or change the terms of this Agreement at any time.</p>

For additional information about how to load funds to your Card Account, visit our Website (see the section above entitled "How to Contact Us"). All funds are subject to anti-fraud verification procedures that may delay access to the funds. You agree to present the Card and meet identification requirements to complete load transactions as may be required from time to time. We also reserve the right to reject any requests to load funds to your Card Account. All loads must be made in U.S. dollars. Presenting personal checks, cashier's checks, and money orders to the Issuer for Card loading are not acceptable forms of loading. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative Balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer. You cannot load funds to your Card Account at any ATMs.

## PIN

You will be required to set a PIN when you activate your Card. Only one (1) PIN will be issued for each Card Account. Your PIN can be used to obtain cash (see section labeled "Using Your Card to Get Cash") or to make purchases everywhere your Card is accepted. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately by following the procedures described below in the section entitled "Your Responsibility and Liability for Unauthorized Transfers."

## PIN and Non-PIN Transactions

Merchants may limit the available options for the type of transaction you wish to conduct or may let you choose between a PIN ("Debit") transaction or a signature ("Credit") transaction at the point of sale. To initiate a signature transaction at the point of sale, select "Credit" and sign the receipt (if required by the merchant). To initiate a PIN transaction at the point of sale, select "Debit" and enter your PIN at the point-of-sale terminal. For mail order, telephone, internet, or other card-not-present purchases, merchants may choose to route a transaction as a PIN transaction without asking you to enter your PIN, which may subject you to PIN purchase fees. A merchant may also be permitted to route a transaction through as a PIN Debit without requiring you to enter your PIN even when your card is present. In each of these circumstances, we

recommend that you ask the merchant whether your transaction will be routed as a PIN or signature transaction, to the extent we assess different fees under the accompanying Fee Schedule for PIN and signature transactions, as we are not able to control how the merchant routes your transaction.

### **Using Your Card to Get Cash**

With your PIN, you may use your Card to: (i) obtain cash or check your Available Balance at any ATM that bears the Mastercard®, Allpoint® brand mark or (ii) obtain cash at merchants or banks that have agreed to provide cash back at Point-of-Sale (“POS”) terminals bearing the Mastercard brand mark. The maximum amount of cash you may withdraw at an ATM on a daily basis is described above in the section entitled “Limitations on Frequency and Dollar Amounts of Transactions”. We may limit the amount of any individual ATM withdrawal, and merchants, banks, and ATM operators may impose additional withdrawal limits. See attached Fee Schedule for information on the fees we assess for cash withdrawal and Balance inquiry transactions. You may also 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 conduct a withdrawal). Such third-party ATM fees will be deducted from your Card Account in addition to any fee(s) stated in the accompanying Fee Schedule. You may also use your Card to request a cash withdrawal from a bank teller. For fee information, see the accompanying Fee Schedule.

### **Transactions Made Outside of the United States**

If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, the amount deducted from your funds will be converted by the Card Network into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by the Card Network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate the Card Network itself receives or the government-mandated rate in effect for the applicable central processing date. The Card Network (independently of us) may assess a fee for currency conversion based upon the amount of the transaction, in the currency of your Card Account and will retain this amount as compensation for its services. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account.

If you obtain your funds or make a purchase in a currency other than the currency in which your Card Account was issued, you will be assessed an International Transaction Fee of the transaction amount, by the Issuer. For fee information, see the Fee Schedule attached to this Agreement. Transactions made outside of the 50 United States and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency. For security reasons, the Issuer may limit or deny use of your Card in certain foreign countries.

Some foreign merchants may allow you to complete your transaction in U.S. Dollars rather than the applicable foreign currency. Oftentimes, the merchant will assess a fee for such a service. You should inquire with the merchant before conducting the transaction, as we do not control the amount of such fee.

### **Other Important Information About Using Your Card and Card Account.**

#### **Your Obligation for Negative Balances.**

Each time you use your Card, you authorize us to reduce your Available Balance by the amount of the transaction and any applicable fees. You cannot use the Card to complete a transaction if the amount of the transaction exceeds your available Card Account Balance. Nevertheless, if any transactions cause the Balance in your Card Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to us for the amount of any negative Balance and any corresponding transaction fees. You agree to pay us promptly for the negative Balance. If you do not promptly add sufficient funds to your Card Account to cover the negative Balance, we may cancel your Card Account and pursue collection. We further reserve the right to offset any negative Balance by any current or future funds you may load to or maintain in your Card Account or funds in any other Card Account you maintain with us now or in the future.

#### **Understanding Your Available Balance**

If a merchant preauthorizes a transaction from your Card Account and then you do not make the purchase or payment of the item as planned, the preauthorization may result in a hold on your available funds in the Card Account for the preauthorized amount for up to thirty (30) days or more. This timeline is determined by the card network and/or the merchant. When you use your Card to pay for goods or services, such as at a restaurant, a hotel or rental car purchases, certain merchants may preauthorize the transaction for the purchase amount plus an additional amount (to ensure there are sufficient funds available to cover tips or incidental expenses incurred). Any preauthorized amount will place a hold on your Card's funds for the amount indicated by the merchant until the merchant sends us the final amount of your purchase. You will not be able to use the money on your Card that is pending until the transaction settles. Once the final payment amount is received, the preauthorization amount on hold will be removed. We will only charge your Card for the amount of the final transaction and will release any remaining amount when the transaction finally settles. If there are any funds on hold for any transaction, we cannot reverse the hold and give you back your money until the transaction settles.

### **Use of Bank Routing Number and Account Number**

Our bank routing number and your assigned Account Number are to be used only for the purpose of initiating ACH payments to and from your Card Account and all such transactions must be performed within the U.S. The 16-digit Card Number embossed or printed on your Card cannot be used for initiating direct deposits and such deposits will be rejected. You are not authorized to use our bank routing number and Account Number to make a debit transaction if you do not have sufficient funds in your Card Account or to make any debit transaction with a paper check, check-by-phone, or other item processed as a check. These debits will be declined and your payment will not be processed.

### **Recurring Transactions**

If you intend to use the Card for recurring transactions, you should monitor your Balance and ensure you have funds available in your Card Account to cover the transactions. "Recurring transactions" are transactions that are authorized in advance by you to be charged to your Card at substantially regular intervals. We are not responsible if a recurring transaction is declined because you have not maintained a sufficient Balance in your Card Account to cover the transaction. If these recurring transactions may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) If you have told us in advance to make regular payments (i.e., Recurring Transactions) from your Card Account, you can stop the payment by notifying us orally or in writing at least three (3) business days before the scheduled date of the transfer. If you call, we also may require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. If you have authorized a merchant to make the recurring payment, you should also contact the applicable merchant in order to stop the transaction.

### **Fraudulent Card Account Activity**

We may block or cancel your Card Account if, as a result of our policies and procedures, if we reasonably believe your Card Account is being used for fraudulent, suspicious, or criminal activity or any activity that is inconsistent with this Agreement. We will incur no liability because of the unavailability of the funds that may be associated with your Card Account.

**NOTE:** If we contact you because we suspect your Card Account may have been compromised, your Card will likely be unable to be used to complete a purchase or ATM withdrawal. We will attempt to contact you. If for whatever reason, we are unable to reach you, we will try to leave you a message. If we do so or if you are unable to use the Card, please make every effort to return our call as soon as possible in order to reinstate transaction capabilities or to order you a new Card. These actions are taken to preserve your rights under the section entitled "Your Responsibility and Liability for Unauthorized Transfers," and serves to potentially help to protect you from fraud. Please note that fees will continue to be assessed in accordance with the accompanying Fee Schedule while your account is suspended.

### **No Warranty**

We are not responsible for the delivery, quality, safety, legality, or any other aspect of the goods and services purchased from merchants with the Card. All disputes concerning those matters should be addressed to the merchants from whom the goods and services were purchased. Merchants have no authority to make representations or warranties on our behalf, to bind us, or to enter into any agreement on our behalf. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **Receipts**

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

### **Returns and Refunds on Transactions**

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card Account for such refunds and agree to the refund policy of that merchant. There may be a delay of up to five (5) days or more from the date the refund transaction occurs until the date the refund amount is credited to your Card Account.

### **Card Replacement**

If you need to replace your Card for any reason, please contact us by telephone (see section above entitled "How to Contact Us"). We may assess a fee for the Replacement Card. See the accompanying Fee Schedule for information about the fees.

### **Card Account Balance Refund**

In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused Balance to be returned to you via a check to the mailing address we have in our records. You may contact Customer Care to correct your mailing address, if needed. (See section above entitled "How to Contact Us"). A fee may apply for check refunds. For more information about the fee, see the accompanying Fee Schedule. The Issuer reserves the right to refuse to return any unused Balance amount less than \$1.00.

### **Card Expiration**

Subject to applicable law, you may use or reload your Card only through the Card expiration date. The expiration date is identified on the Card. The funds in your Card Account will not expire, regardless of the expiration date back of your Card, but may be subject to fees. If there is a Balance remaining on the Card upon expiration and your Card is in good standing, you may be eligible for a reissue.

### **Obtaining Card Account Balance and Historical Transaction Information**

You are responsible for keeping track of and reconciling your available Card Account Balance. Merchants generally will not be able to tell you your Available Balance. It is important you know your Available Balance before initiating any transaction, as a declined ATM transaction for insufficient funds may result in a fee. You may access your Available Balance at no cost on our Website, in the Mobile App, or by contacting us (see the section above entitled "How to Contact Us"). A history of at least twelve (12) preceding months of Card Account transactions is also available at no cost by logging into your Card Account on our Website. You also have a right to obtain twenty-four (24) months of written history of Card Account transactions by contacting us by telephone or mail. You may not automatically receive paper statements.

### **Important Information Regarding Your Rights and Responsibilities.**

**Confidentiality.** We may disclose information to third parties about your Card or the transactions you make:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your Card for a third party, such as a merchant;
- In order to comply with government agency, court order, or other legal reporting requirements;
- If you consent by giving us your written permission;
- To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- Otherwise as necessary to fulfill our obligations under this Agreement.

### **Our Liability for Failure to Complete Transactions**

If we do not properly complete a transaction with respect to your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages; however, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction;
- If a merchant refuses to accept your Card;
- If an ATM where you are making a cash withdrawal does not have enough cash;
- If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- If access to your Card Account has been blocked after you reported your Card lost or stolen;
- If access to your Card Account has been blocked by us for suspected fraud;
- If there is a hold on your funds or your funds in your Card Account are subject to legal process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- Any other exception stated in our Agreement with you excludes us from such liability.

IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE FURTHER LIMITED BY THE TOTAL AMOUNT LOADED ON THE CARD ACCOUNT. IN NO EVENT WILL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS OTHERWISE REQUIRED BY LAW OR THIS AGREEMENT, WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICES, OR ANY PAYMENT SYSTEM. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW.

### **Your Responsibility and Liability for Unauthorized Transfers**

You agree to exercise reasonable control over your PIN, user ID, password, and any other access code related to your Card Account (each, an "Access Code") and your Card. Tell us AT ONCE if you believe your Card has been lost, your Card or Access Code(s) have been stolen, or if you



believe that an electronic funds transfer has been made without your permission. Contacting us by telephone as soon as possible is the best way to minimize your possible losses (see the section above entitled "How to Contact Us"). You could lose all the money in your Card Account.

If you notify us within two (2) Business Days after you learn of the loss or theft of your Card, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) Business Days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your electronic history shows transactions that you did not make, including those made by Card or other means, notify us at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors." If you do not notify us within sixty (60) days from the earlier of the date you electronically access your Card Account or the date we sent the FIRST written history on which the unauthorized transfer appeared, then you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

In the event you lose your Card or if it's stolen, we will block the Card as soon as we have been notified by you. Please report this immediately by calling our Customer Care number (see the section above entitled "How to Contact Us"). The card will be re-issued and mailed to you; however, the expiration date will be the same as the original issued expiration date. If the Card is lost or stolen while traveling overseas, we will re-issue the card; however, the card will be mailed to your home address we have on record. Cards will only be delivered outside of the U.S. at our discretion. We may assess a fee for the Replacement Card. See the accompanying Fee Schedule for information about the fees.

You agree to cooperate completely with us in attempts to recover funds from unauthorized users and to assist in their prosecution. If you share your Card or Access Code(s) with another person, use of your Card Account by that person may be considered as authorized. If you authorize another person to use your Card or Access Code(s), you agree that you will be liable for all transactions arising from use of the Card or Access Code(s) by such person except as otherwise set forth in this Agreement. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law.

#### **Mastercard Zero Liability Policy – Guidelines and Limitations**

In addition to your limitations of liability under the "Your Responsibility and Liability for Unauthorized Transfers" section above, your liability for the unauthorized use of your Card Account may also be limited by the Card Network. Subject to the limitations and exclusions stated below, under the Card Network's rules, you will have no liability for a transaction that was not authorized by you if you exercised reasonable care in safeguarding the Card from risk of loss or theft, and, upon becoming aware of such loss or theft, promptly reported such loss or theft to us by calling our Customer Care number (see the section above entitled "How to Contact Us"). The Mastercard Zero Liability Policy is subject to change without notice and changes made by the Card Network will automatically apply to your Card Account.

#### **Information about Your Rights to Dispute Errors**

In case of errors or questions about your Card, call our Customer Care number or write to our Customer Care address (see the section above entitled "How to Contact Us"). We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling our Customer Care number or writing to our Customer Care address (see the section above entitled "How to Contact Us"). You will need to tell us:

1. Your name and Card Number or Account Number;
2. Why you believe there is an error, and the dollar amount involved; and
3. Approximately when the error took place.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error within one business day. However, if we need more time we may take up to forty-five (45) days to investigate your complaint or question.

If we need more time to investigate your complaint or question, we will credit your Card Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. This type of credit is referred to as a "provisional" or "temporary" credit. If we ask you to put your transaction dispute in writing and you do not provide it within ten (10) Business Days, we may not provide a provisional credit to your Card Account.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Card Accounts, we may take up to twenty (20) Business Days to credit your Card Account for the amount you think is in error. We will tell you the results within three (3) Business Days after completing the investigation. If we decide that there was no error,

we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us (see the section above entitled "How to Contact Us"). If you need more information about our error-resolution procedures, call our Customer Care number or write to our Customer Care address (see the section above entitled "How to Contact Us").

### **Recording and Monitoring**

From time to time, in accordance with applicable law, we may monitor and/or record telephone calls between you and us or our vendors and third-party service providers to assure the quality of our customer care.

### **Address or Name Changes**

You are responsible for notifying us of any change in your physical address, mailing address, e-mail address, telephone number, or your name no later than two (2) weeks after said change. Any notice of change of address, email address, or mobile number can be made by making the necessary changes via the Mobile App. Any name change required by this Agreement may be provided to us by contacting our Customer Care (see the section above entitled "How to Contact Us"). We may require verification from you of any name or address change. Typically, this will be in the form of independent documents confirming your name and new address. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree and understand that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

### **Short Message Service Text Message ("SMS"), E-mail, Mail, Telephone Calls, and Prerecorded Telephone Calls (each individually, a "Notification" and collectively, "Notifications")**

We would like to send you Notifications about your Card Account. You must opt in for such Notifications at the time you apply for your Card or subsequently by updating your preferences in the Mobile App. You may opt out at any time by calling our Customer Care number (see the section above entitled "How to Contact Us"). In order to receive SMS text messages, you must opt in to this service, have text messaging enabled on your cellular telephone, and subscribe to a participating cellular telephone carrier. There will not be a fee for this service. Standard cellular service provider messaging and data fees may apply. Check with your cellular service provider for more details.

At any time you wish to stop receiving ("opt out" of) SMS Notifications, you can do so by logging in to your online account or Mobile App and updating your settings. See below for additional information on the Money Earned Feature. If you choose to later opt out of receiving Notifications by SMS texts or commercial emails from us, you may receive a confirmation notice confirming your decision to opt out. You agree that we may send you such confirmations. You also acknowledge that for account security purposes we may send you emails or call you regarding your Card Account, even if you have put your number on a Do Not Call list or have opted out of receiving general commercial email from us. You agree that we shall not be liable for incomplete, lost, late, damaged, illegible, or misdirected Notifications or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections, failed, incomplete, garbled, or delayed transmissions, or damage to any phone or computer system resulting from your participation in or accessing or downloading information in connection with such Notifications.

The Money Earned Feature of the Card may only be accessed and used in the Mobile App. In order to use this Feature as a method of Loading funds to your Card, you must be opted-in to SMS Notifications for Money Earned®.

### **Assignment**

Your Card, your Card Account and your obligations under this Agreement may not be assigned by you. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other network or association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of Connecticut except to the extent governed by federal law.

### **Amendment, Cancellation, and Expiration**

We may (a) amend or change the terms and conditions of this Agreement, or (b) cancel or suspend your Card Account or this Agreement, at any time without prior notice to you except as required by applicable law. You may close your Card Account and terminate this Agreement at any time by contacting us by mail or telephone (see the section above entitled "How to Contact Us"). Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. For security or other reasons, we may consider your Card and Card Account inactive or dormant after a certain period of time as determined by us (such period normally being not less than one hundred and eighty (180) days), during which time you have not used your Card for any transactions or during which time you have maintained a zero or negative Balance on your Card Account). If your Card and Card Account are inactive, we may close or cancel the Card and Card Account at our discretion. The Card and the funds loaded on your Card Account may also be deemed abandoned if you do not use your Card for a period of time specified by applicable law. If this occurs, we may try to locate you at the address last shown in our records. If we are unable to locate you, we may be required to escheat any money on your Card to the applicable state as unclaimed property. In the event that

your Card Account is cancelled, closed, or terminated for any reason, you may request the unused Balance to be returned to you via a check to the mailing address we have in our records. There may be a fee for this service. See attached Fee Schedule for more information regarding fees. If we identified any fraudulent, illegal, or any other use of your Card that is not permitted by this Agreement, to the extent permitted by law, we may, at our option and without waiving any of our rights, offset any direct loss up to the amount suffered by us as a result of such use from any Balance on your Card Account or any other Card Account that you may have, or may open in the future.

### **Arbitration**

ACTIVATION OR USE OF YOUR CARD ACCOUNT OR CARD CONSTITUTES ACCEPTANCE OF THIS ARBITRATION INCLUDING WAIVER OF YOUR RIGHTS TO CLASS ACTION.

### **Purpose**

This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

### **Opt-Out Process**

You may choose to opt out of the Arbitration Provision, but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the acceptance of your Card at the following address: P.O. Box 530492, Henderson, Nevada, 89053.

Your written notice must include your name, address, Card Number or Social Security number, and a statement that you wish to opt out of this Arbitration Provision.

### **Definitions**

As used in this Arbitration Provision, the term "Claim" means any claim, dispute, or controversy between you and us arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability, or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims, third-party claims, and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law, and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, without limitation, any claim, dispute, or controversy that arises from or relates to: (i) your Card; (ii) the amount of available funds in your Account; (iii) advertisements, promotions, or oral or written statements related to your Card, goods, or services purchased with your Card; (iv) the benefits and services related to your Card; and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court. As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Issuer, wholly or majority-owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors, and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service, or benefit in connection with your Card (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors, and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use the Card, including but not limited to all persons or entities contractually obligated under this Agreement.

### **Significance of Arbitration**

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE JAMS, OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

### **Restrictions on Arbitration**

If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class-action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders, or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

### **Initiation of Arbitration Proceeding/Selection of Administrator**

Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS"), or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select either of the other organizations listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

### **Arbitration Procedures**

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

### **Location of Arbitration/Payment of Fees**

Any arbitration hearing that you attend shall take place in the federal judicial district of your primary residence. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

### **Continuation**

This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision shall survive termination of your Card as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement, or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

### **English Language Controls**

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

### **Entire Agreement**

This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter. If any of the terms of this Agreement are invalid, or declared invalid by order of court, change in applicable law, or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

*This Card is issued by Patriot Bank, N.A., Member FDIC, pursuant to license by Mastercard International, Inc.*

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Effective Date January 18, 2022

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