



# PREPAID RELOADABLE CARD APPLICATION AND PREPAID RELOADABLE CARD/PAYROLL CARD MAINTENANCE/CANCELLATION FORM

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW 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 opens an account. What this means for you: When you open an account, we will ask for your name, address, 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.

**Cardholder (must be 13+ years of age):** a copy of the cardholder's current valid identification card must be submitted with the application. (Exception: Do NOT make a photocopy of military ID.)

Card# - Enter Last 4 Digits of Card #:

Name (First, Middle, Last):	SSN/ITIN:	Date of Birth:	
Address (must be a physical address):	City:	State:	ZIP:
Email Address (optional):	Home Telephone:	Work Telephone (optional):	

**Parent/Guardian of Cardholder (if applicable):** If above cardholder is a minor (13-17 years old), a copy of the parent/guardian's current valid identification card must be submitted with application; (Exception: Do NOT make a photocopy of military ID.) **Authorization of Use By a Minor must also be signed and submitted with application.**

Name (First, Middle, Last):	SSN:	Date of Birth:	
Address:	City:	State:	ZIP:
Email Address (optional):	Home Telephone:	Work Telephone (optional):	

Yes! I want to receive a Prepaid Reloadable Card. This information is given to obtain the Southside Bank Prepaid Reloadable Card and it is true and complete. I have read and understand the stored value cardholder agreement presented by the Bank. When I use the Prepaid Reloadable Card, I agree to the terms and conditions of the agreement that governs its use. I understand that Southside Bank may assess charges for the privilege of having an Prepaid Reloadable Card. I acknowledge and agree that my Prepaid Reloadable Card may be rejected or discontinued by Southside Bank at any time.

**MAINTENANCE/CANCELLATION SECTION: FOR ALL MAINTENANCE TO CARDS THAT START WITH 5428 1100 OR 5157 5600, YOU MUST CONTACT CUSTOMER SERVICE AT 888.621.1397.**

Please cancel/close card #: 5 4 2 8 1 1 0 0 \_\_\_\_\_  
5 1 5 7 5 6 0 0 \_\_\_\_\_

Cardholder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian/Cardholder's Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Email completed form to [storedvaluecards@southside.com](mailto:storedvaluecards@southside.com).

<b>INTERNAL USE ONLY</b>		
Issued By: _____	Date: _____	ID Verified & Copies Included: <input type="checkbox"/> Yes

## Prepaid Card Authorization of Use by a Minor

REGARDING PREPAID CARD USERS WHO ARE MINORS: The terms and conditions set forth in the Cardholder Agreement (“Terms and Conditions”) that came with your Card govern the use of your Card. The term “Card” refers to the prepaid card issued to you. “You” and “Your” means both the person who has purchased the Card and the persons who are authorized to use the Card, including but not limited to other adults or a minor child as described below. The Card purchaser must be at least 18 years of age to purchase and register the Card, and you may only authorize someone who is 13 years of age or older to use the Card. Anyone you authorize to use the Card (including but not limited to another adult or a minor child) shall also be subject to these Terms and Conditions and any other Terms and Conditions relating to the Card to which that person agrees. By purchasing, signing or using the Card, or by allowing someone else to do so, you (a) agree to these Terms and Conditions, on behalf of yourself and each minor authorized by you to use the Card; and (b) agree that all agreements now or hereafter made by “you” in these Terms and Conditions or on the Website for the Card are and will be made by you in each of these capacities. The terms “we,” “our,” and “us” refer to the issuer of the Card.

As explained above, you agree to the Terms and Conditions on behalf of minors authorized by you to use the Card (“Minor(s)”). You agree to review all card agreements with your Minors and to educate or instruct them regarding your wishes for their use of the Card and the Card website. You agree that we may rely on all uses of the Card and all acts taken at the Card Website or at other websites which are made or taken using the password and other Card credentials assigned to the Minor, even if those uses or acts contravene your instructions to the Minor or these Terms and Conditions. You also acknowledge and agree that: (i) the Privacy Notice and the Privacy Statement apply not only to you but to your Minor; and (ii) your Minor may use all aspects of the Card, the Card Website and other websites accessible to Minors from time to time and may provide information, authorizations and consents we request in connection with such use. This includes, without limitation, starting or stopping text message “Account Alerts” and providing related mobile telephone numbers and consents and providing or changing information or selecting services that might be different from what you provided or selected. If you allow a minor to use a Card but are not the minor’s parent, guardian or the like (e.g., you buy a Card for your niece), you agree to obtain permission from the person who is responsible for the minor (e.g., the parent) so that the responsible person can have the above discussions with the minor and provide to you all of the above consents. You represent and agree that you have already done that or that you will do so before the minor first uses the Card and that we may rely on your representation and agreement.

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Cardholder Signature

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Date

## PREPAID MASTERCARD® RELOADABLE CARD CARDHOLDER AGREEMENT

**PLEASE SIGN YOUR CARD IMMEDIATELY. The Card is NOT a credit card. IT IS RELOADABLE BY YOU AND IS NOT A GIFT CARD. DO NOT TELL ANYONE YOUR PIN. YOU ARE RESPONSIBLE FOR SAFEGUARDING YOUR PIN AND CARD NUMBER.**

These Terms and Conditions of use and Cardholder Agreement (this "Agreement") constitute our disclosure to you and an agreement between you and us with respect to our issuance and your use of the enclosed prepaid MasterCard card ("Card"). If you initially purchase a Card that is not embossed with your name (an "Instant Issue Card"), you will receive a Card embossed with your name in the mail within about 14 days of your Card purchase. Your Instant Issue Card may not be reloaded until your identity has been confirmed as outlined below. This Agreement applies to both Cards.

Your Card allows electronic access to your prepaid funds anywhere MasterCard debit is accepted for purchases at merchant point-of-sale ("POS") locations and cash withdrawals at automated teller machines ("ATMs"). The value of funds available on the Card at any one time (your "Available Balance") is limited to the dollar amount of prepaid funds, less withdrawals and amounts deducted for purchases and for fees.

In this Agreement, "you" or "your" means any person who has received the Card and is authorized to use it as provided for in this Agreement, and "we", "us" or "our" means CenterState Bank of Florida, N.A. and its successors and assigns. By receiving and using the Card, you agree with us that the Card and the money or funds stored on the Card, are subject to this Agreement. Please read this Agreement carefully and keep it for future reference. This Agreement includes a mandatory arbitration provision in Section 15.

The Card is only offered to individuals over the age of 18 that can lawfully enter into and form contracts under applicable law, and by using the Card you represent and warrant to us that you are such an individual.

We may refuse to issue the Card to anyone for any reason. This Card is our property, and we may revoke the Card at any time without cause or notice, especially if there is suspicious activity, or you fail to provide us accurate identification information. You must surrender a revoked Card and you may not use an expired or revoked Card.

### CONTACT INFORMATION:

**CenterState Bank of Florida, N.A.**  
1101 First Street South  
Winterhaven, FL 33880

**YOUR CARD.** Your Card is a prepaid, stored-value card. This means that there is no separate deposit account established for you that is associated with the Card. There is a limited purpose prepaid account in which the funds that are stored on the Card are maintained. You have no rights to those funds, except to access the funds through the Card in accordance with this Agreement. You may not make any deposit, withdrawal or any other transaction with the Card or the prepaid account, except for the Card transactions described in this Agreement. The account in which the prepaid funds are deposited is FDIC-insured to the maximum extent permitted by law. For information with respect to FDIC insurance on your prepaid funds, visit our web site at [centerstatebank.com](http://centerstatebank.com).

**CONSENT TO ELECTRONIC DELIVERY.** Your Card and corresponding services are Internet based. You understand and agree that the following categories of information ("Electronic Disclosures") will be provided by electronic means:

- Legal disclosures;
- Privacy Policy;
- Periodic statements of Card transactions;
- Notices to you of the resolution of any claimed error on your periodic statements;
- Notices with respect to any changes to the Cardholder Agreement or any other notices or communications required or permitted by law;
- Inquiries or notices to you about transactions made using your Card;
- Any customer service communications.

To receive your Electronic Disclosures, you must have access to the following hardware and software requirements:

- An Internet browser that supports 128-bit encryption, such as Internet Explorer version 8.0 or above, Firefox 4.0 and above, Safari 5.0 and above and Google Chrome;
- An email account and email reader software capable of handling HTML email;
- A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing;
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- A printer capable of printing from your browser and email software.

You also have the right to receive a paper copy of any Electronic Disclosures by sending a request to us. Your request should specify the Electronic Disclosure that you would like us to send and provide your name, address and Card number. Call toll free 888.621.1397, 24 hours a day, 7 days a week or write to: Cardholder Services, PO Box 551209, Ft. Lauderdale, FL 33355 or go to [payment-card.com](http://payment-card.com).

**YOUR PIN and SIGNATURE.** In order to protect the use of your Card, a personal identification number ("PIN") will be required in order to conduct a transaction with your Card where required. This PIN is provided to you at or around the time your Card is activated or upon purchase of your Instant Issue Card. You should not disclose your PIN to anyone. If the security or confidentiality of your PIN is compromised, you should notify us at once. A PIN may not be needed in order to purchase goods or services at merchant locations that accept MasterCard cards.

There is a panel on the back of the Card for your signature. You should sign this panel on your Card as soon as you receive it to help protect your Card from unauthorized use. However, your responsibility for transactions with the Card, as described in this Agreement, does not depend on whether or not you sign your Card.

**USING YOUR CARD.** Your Card may be used to access the Available Balance of funds stored on the Card anywhere MasterCard debit cards are accepted. If you pay at the pump for gas, the card terminal in the "pay at the pump" stations automatically checks to see if your Card has enough money left to pay for an average purchase of gas which varies among merchants and is at least \$75. If your Card does not have enough money to pay for this amount, your transaction will be declined. The average gas purchase amount changes just as retail gas prices change. If you plan to buy less than \$75 worth of gas, it is recommended that you give your Card to the station attendant and state exactly how much gas you want to purchase instead of swiping your Card at the pump. When making a purchase greater than the Available Balance on the Card, alert the cashier to utilize another form of payment to cover the amount greater than what is available on the Card. Ask the cashier to use remaining balance of the Card as the second form of payment. There is no credit line associated with your Card. This means that you must have a sufficient Available Balance at the time of a transaction in order to pay for the transaction and associated fees. We do not pay any interest on the funds stored on the Card. The Card has no minimum balance requirements.

If a merchant or an ATM operator attempts to submit a transaction on the Card for an amount that is greater than your Available Balance, the transaction may not be approved by us. In the event that we, in our sole discretion, settle or pay a transaction with your Card when there are insufficient funds stored on the Card to pay for the transaction, this will result in an overdraft on your Card. You agree to pay us the amount of the overdraft and any related fee. We may deduct the overdraft amount and related fee from your Card.

You may choose to have a secondary or companion card that will have access to your Card funds. You agree that you are solely responsible for the secondary card and all transactions made using that card under the terms and agreements defined herein.

**Limitations on Use.** You may use your Card only in the manner and for the purposes authorized by this Agreement. You may not use your Card for any illegal purpose, and you may not resell your Card. **INTERNET GAMBLING TRANSACTIONS PROHIBITED:** You may not use your Card to initiate any type of electronic gambling transaction through the Internet. We may restrict access to your Card if we notice suspicious activities. If access is denied, you should contact us at the address in Section 1 so that we may discuss and rectify any problems.

**Authorizations and Holds.** Any entity honoring your Card will be required to obtain approval or authorization for any transaction in accordance with the rules of MasterCard International, Inc. When an authorization is issued, a 30-day hold may be placed on the value on the Card in the amount of the authorization. Some merchants, including most restaurants and service establishments, have a policy of authorizing an amount up to 25% or more than your total purchase in order to cover any outstanding tip or gratuity that you may add to your purchase. The entire amount of these authorizations may remain unavailable on your Card for an average of 8 days and up to 30 days. However, only the amount authorized by you will actually be deducted from the value of the Card. Any transaction attempted that exceeds the actual value of the Card will be declined, and you may be asked to provide an additional form of payment in order to cover the remainder of the transaction and/or gratuity.

**Card Loading.** You may load and reload your Card by making a payment for credit to your Card at participating merchant locations. You can also have all or a portion of your paycheck or other electronic funds transfer direct deposited to your Card using ACH Direct Deposit. In order to receive ACH Direct Deposit value loads, you must provide each of your payment providers with the Card issuer's routing number and your assigned account number, which are provided to you when you receive your card.

**Card Expiration.** Unless your Card is automatically renewable, it will expire on the date indicated on its face. If there are any funds remaining on the Card after expiration, you may choose to transfer the funds to another prepaid card. If you have questions regarding the funds remaining on your Card, write us at the address in Section 1. An administrative fee may be charged to close your Card.

**FEES AND CHARGES FOR USE OF CARD.** Bank Fees. The following fees and charges are imposed by us on your use of the Card and will be charged to the Card. Other fees may apply and will be disclosed when service is provided. We may change these fees in the future in accordance with this Agreement with prior notice to you.

SERVICE	DESCRIPTION	FEE
Activation Fee.	Bank fee for card activation.	Free at Southside Bank
Monthly Maintenance Fee.	Maintenance fee charged each month to unexpired card accounts.	2.95
Employer Value Loads.	Funds being loaded from an employer via ACH direct deposit to the card account for access by cardholder.	FREE
Consumer Value Load Limited to \$2,500 per day.	Funds loaded through merchant locations using MasterCard RePower or other approved loading networks.	FREE at Southside Bank; varies at other merchants
ATM Withdrawal – US Limited to \$500 per day.	ATM Cash withdrawal initiated in the United States. Does not include ATM owner surcharges.	1.50
ATM Withdrawal – Outside of US Limited to \$500 per day.	ATM cash withdrawal initiated outside the United States, \$500 per Day, Does not include ATM owner surcharges.	3.50
Cash Advance Over-the-counter in Bank Limited to \$2,500 per day.	MasterCard cash advance in a bank branch and subject to bank rules.	1 FREE per value load then \$4 each
ATM Balance Inquiry.	ATM inquiry for current balance.	50c
MasterCard Signature Transactions.	MasterCard merchant POS signature, online and phone transactions.	FREE
MasterCard PIN Transactions.	MasterCard transactions at merchant where PIN is used.	50c
ATM Decline.	Any ATM cash withdrawal transaction resulting in a decline.	1.50
Lost/Stolen Card Replacement.	Replacing a card that has been lost or stolen.	\$15
Overnight Shipment of Card.	Shipping the card to arrive within 2 business days by courier.	\$15
Statement Printed and Mailed.	Printing and mailing a statement at the cardholder request.	\$1
800 calls for Voice Response.	Each call to the 1-800 voice response number.	FREE
Live Agent Calls.	Each call to a live agent.	FREE
Bill Payment Via Internet.	Pay a merchant using online bill pay.	\$2
Transfer Funds to Bank Account.	Electronically transfer funds off of card to a bank account.	\$2
SMS Text Message Alerts.	Cardholder enrolls via the cardholder website for text message services.	\$1 per month

**Third-Party Fees.** 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 fund transfer at the ATM). In addition, you may be charged fees by other third parties for use of your Card, such as (i) stores and merchants for POS transactions and (ii) other banks and financial institutions for cash withdrawals at their branches.

**Foreign Transactions and Currency Conversion Fee.** If you obtain your funds (or make a purchase) in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by MasterCard International Inc. into an amount in the currency of your Card and may include fees charged directly by us. The conversion may occur on a date different than the transaction date. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard International Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard International Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date. You agree to pay the converted amount, which includes the rate of exchange between foreign currency and US currency in effect one day prior to the processing date, increased by 50¢ and 1%.

**DOCUMENTATION OF TRANSACTIONS.** You will receive the following documentation with respect to your Card transactions: At the time you make an ATM transaction or merchant POS transaction, you will obtain a receipt for the transaction. You will receive a monthly electronic or paper statement showing all debits and credits posted to your Card that month, including any fees assessed by the Card Issuer against your Card during the statement period. In addition, you can determine your Available Balance (i) at any ATM displaying the MasterCard, Maestro or Cirrus logos, (ii) by calling 888.621.1397 or (iii) via the Internet at [payment-card.com](http://payment-card.com). Access to communications for you at the website requires use of a personalized password, which you may not divulge to anyone else. You have the responsibility of providing a correct and operational email address within your Employee Authorization form.

**DISPUTES WITH MERCHANTS.** If you use your Card at a merchant, and a dispute with the merchant arises, you agree to make a good faith effort to settle the dispute with the merchant. Any unresolved dispute may be sent to us in writing for assistance in settlement. You cannot stop payment to merchants for transactions made through the use of your Card.

**DISCLOSURE OF CARD INFORMATION TO THIRD PARTIES.** We will disclose information to third parties about your Card or the transfers you make:

- Where it is necessary for completing the transfers; or
- Where there has been unauthorized use of your Card; or
- In order to comply with government agency or court orders; or
- For analytical purposes; or
- If we conclude that disclosure is necessary to protect you or our interests; or
- If you give your permission to us or to other parties. In addition, Cardholder information may be provided to MasterCard for the purposes of providing certain services, including emergency cash or emergency Card replacement.

**ERROR RESOLUTION.** In case of errors or questions about your Card or if any statement shows transactions that you did not make, call or write to us at the telephone number and address listed as follows: Call toll free 888.621.1397, 24 hours a day, 7 days a week, or write to: Cardholder Services, PO Box 551209, Ft. Lauderdale, FL 33355 or go to [payment-card.com](http://payment-card.com).

We must allow you to report an error until 60 days after the earlier of the date you electronically access your Available Balance, 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 us at 888.621.1397 or writing us at the address shown above.

You will need to tell us:

- Your name and Card number;
- Why you believe there is an error, and the dollar amount involved;
- Approximately when the error took place.
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Card within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Card. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your Card for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**YOUR LIABILITY FOR CARD USE.** Tell us AT ONCE if you believe your Card has been lost or stolen, or if you believe that someone has transferred or may transfer money from your Card without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money on your Card. If you tell us within two business days after you learn of the loss or theft of your Card, you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500. Also, if your electronic Card history or written history that you requested from us shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the earlier of the date you electronically access your history, 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 not get back any money you lost after the 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.

Under MasterCard's zero liability policy, under which you will have no liability for unauthorized use of your Card; you must reasonably demonstrate that you exercised reasonable care in safeguarding your Card and PIN from risk of loss and theft; your Card must be in good standing (e.g., not presently or recently overdrawn and not presently or recently under suspicion of possible illegal or suspicious use); and we cannot have received two more other reports of unauthorized use of your Card in the last 12 months. Zero liability does not apply to cards: issued or sold "anonymously" (for example, your Instant Issue Card), until such time as the identity of the cardholder has been registered with the financial institution that issued the card; or if a PIN is used for the unauthorized method for unauthorized transactions (for instance, ATM transactions).

**BANK LIABILITY.** If we do not complete a transfer to or from your Card on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. The Bank will not be liable, for instance:

- If, through no fault of ours, you do not have enough money stored on your Card to make the transaction.
- If the Card transaction would go over the credit limit on your overdraft line, if one exists.
- If the ATM where you are making the Card transaction does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the Card transaction. We are prohibited by law from completing the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the Card transaction, despite reasonable precautions that we have taken.

**SYSTEMS UNAVAILABILITY.** The electronic transfer functionality and/or electronic statements may not be available when systems require maintenance or upgrades or major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, electrical outages, civil unrest or riots, war or acts or threatened acts of terrorism or other circumstances beyond our control. We have no liability for interruptions or delays in services due to systems unavailability.

**MISCELLANEOUS Dormant Card Accounts.** You acknowledge and agree that we may be required by applicable law to turn over to a state government authority any funds remaining on your Card after a period of inactivity or dormancy.

**Disclaimer of Liability.** In providing the Card and related services to you, we disclaim any duty or responsibility other than those expressly set forth in this Agreement.

**Amendment.** We can change this Agreement, including all fees, at any time, and such changes will be binding on you. If required by law, we will post notice of the change on our website prior to the effective date of the change. However, if the change is made for security purposes or as a result of changes in fees, changes or costs imposed by any party other than us, we can implement it without prior notice. Your use of the Card constitutes acceptance of any amendment implemented by us.

**Our Right to Set Off.** If you ever owe us money as a borrower, guarantor or otherwise, and it becomes due, we have the right under the law (called set off) to use the money from your account to pay the debt. We may charge against any of your accounts any debt you owe us, now or in the future, without going through any legal process or court proceedings.

**Termination.** We reserve the right to terminate this Agreement or any of the services that are described herein. If we discontinue honoring your Card, you should call us at for further instructions. You may, at any time, terminate this Agreement, or any of the services to which you subscribe by giving us written notice. Termination will not affect any of our rights or your obligations arising under this Agreement prior to termination.

**Assignment.** You may not transfer or assign this Agreement to any other person without our prior written consent. We may assign our obligations to you under this Agreement without your consent or notice to you.

**Severability.** If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**Applicable law.** This Agreement is governed by applicable federal laws, rules and regulations. To the extent federal law is not applicable, the laws of the State of Florida govern this Agreement. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement will be deemed modified to the extent necessary to comply with such law or regulation.

**Waiver.** We may waive any of the provisions or conditions of this Agreement, but any such waiver will be effective only on that occasion and will not be a continuing waiver or a waiver on any other occasion. We can delay enforcement of any of our rights under this Agreement without losing them.

**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").

**What Claims are subject to arbitration?** All Claims relating to your Card, a prior related account 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, injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, 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.

**Whose Claims are subject to arbitration?** 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 a co-applicant or authorized user of your Card, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee or trustee in bankruptcy.

**What time frame applies to Claims subject to arbitration?** Claims arising in the past, present or future, including Claims arising before the opening of your Card, are subject to arbitration.

**Broadest interpretation.** 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").

**What about Claims filed in Small Claims Court?** 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.

**HOW ARBITRATION WORKS. How does a party initiate arbitration?** The party filing for arbitration must choose one of the following 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 two arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

**American Arbitration Association**  
225 North Michigan Avenue, Suite 2527  
Chicago, IL 60601-7601  
adr.org

**JAMS 1920 Main Street**  
Irvine, CA 92614  
jamsadr.com

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.

**What procedures and law are applicable in arbitration?** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least 10 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 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 shall 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 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.

**Who pays?** 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.

**Who can be a party?** 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, applicants, co-applicants, authorized users on a single account and/or related accounts or corporate affiliates are in this instance considered as one person.

**When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within 15 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 15 days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.