

CARDHOLDER AGREEMENT
IMPORTANT – PLEASE READ CAREFULLY

This Cardholder Agreement contains an Arbitration Clause requiring all claims to be resolved by way of binding arbitration.

1. Terms and Conditions

This Cardholder Agreement (“**Agreement**”) sets forth the terms and conditions under which the Millions Visa® Card (“**Card**”) has been issued to you by The Bancorp Bank, a Delaware state-chartered bank, Member FDIC (“**Issuer**”). By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “**Card Account**” means the records we maintain to account for the value of claims associated with the Card. “**You**” and “**your**” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “**We**,” “**us**,” and “**our**” mean the Issuer, our successors, affiliates or assignees, and as applicable, the Program Manager. “**Program Manager**” means MyCard Inc., the entity providing certain services for sponsoring and/or managing the Card program on our behalf. You acknowledge and agree that the value available in the Card Account is limited to the funds that have been loaded onto the Card Account. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is non-transferable, and it may be cancelled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

2. Customer Service

For customer service or additional information regarding your Card, please contact “Customer Service” at the “Address,” or “Phone Number” below:

Millions Visa Card
P.O. Box 247
Sandy, UT 84091
866-331-8753

Customer Service agents are available to answer your calls:
Monday through Friday, 5 a.m. to 11 p.m. [MT]
Saturday and Sunday, 6 a.m. to 6 p.m. [MT] (holidays excluded).

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise. From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

3. Activating and Registering your Card

Warning regarding unverified Cards: It is important to register your prepaid account as soon as possible. Until you register your account and we verify your identity, we are not required to research or resolve any errors regarding your account. To register your account, go to our Mobile App or call our Phone Number. We will ask you for identifying information about yourself (including your full name, address, date of birth, and government-issued identification number, (ITIN or SSN)), so that we can verify your identity.

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 opens a Card Account. What this means for you: When you open a Card 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 a copy of your driver’s license or other identifying documents.

You must activate your Card before it can be used. To do so, please visit our Mobile App or call Customer Service. By activating the Card or by retaining, 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 older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States (“U.S.”) or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

4. Personal Identification Number (“PIN”)

You will not receive a PIN with your Card. However, you will be prompted to select a PIN when you activate your Card.

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 following the procedures in the paragraph labelled “*Your Liability for Unauthorized Transfers.*”

5. Authorized Card Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number(s), we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

6. Loading and Using the Card

You may load your Card via the methods and with the limitations set forth below. Personal checks, cashiers checks, and money orders sent to the Issuer are not an acceptable form of loading. At our discretion, we may allow a load payment in excess of the limits disclosed below, including the maximum value limit, to post to your Card Account. However, if such a load payment is permitted to post to your Card Account on one occasion, there is no guarantee that any load(s), in any form, in excess of the disclosed limit will be permitted in the future. All checks, cash, 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.

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine ("ATM") or any Point-of-Sale ("POS") device, as permissible by a merchant, that bears the Visa acceptance mark. All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM and withdraw funds from a participating bank (over the counter withdrawal). Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per day.

These are the limits associated with your Card:

Transaction Type	Frequency and/or Dollar Limits
Max Balance	\$35,000.00
Direct Deposit*	\$10,000.00 per day, up to Max Balance per month
ACH Funding with Plaid from External Account	\$10,000.00 per day, up to Max Balance per month
Cash Loads**	Green Dot: 4 times up to \$1,500.00 per day, 7 times up to \$3,500 per week, 20 times up to \$5,000.00 per month Visa® ReadyLink: 4 times up to \$1,500.00 per day, 7 times up to \$3,500 per week, 20 times up to \$5,000.00 per month
Instant External Debit Card Load***	\$200.00 per transaction, \$200.00 per day, up to \$2,000.00 per month
Money Transfer (Account to Card)***	\$5,000.00 per transaction, \$5,000.00 per day, \$15,000.00 per month
Cash Withdrawal (ATM)****	\$500.00 per transaction, up to 3 transactions per day \$500.00 total per day, \$10,000.00 per month
Cash Withdrawal (Over the Counter)***	\$500.00 per day, \$10,000.00 per month
Card Purchases (Signature and Pin)	\$2,500.00 per day, \$10,000.00 per month
Cashback at POS	\$100.00 per transaction, \$200.00 per day, \$6,000.00 per month
<p>*The recipient's name on any deposit(s) we receive must match the name of the owner of the Account. Any deposits received in a name other than the name registered to the Account will be returned to the originator.</p> <p>**Third party cash load providers may impose their own limits.</p> <p>***Third-party money transfer services used to deposit funds to the Account may impose their own fees, per transaction, daily, weekly or monthly limits on the frequency or amount of cash you may deposit to the Account.</p> <p>**** ATM owner-operators and participating banks may impose their own lower limits on cash withdrawals.</p>	

You may use your Card to purchase or lease goods or services everywhere Visa debit cards are accepted if you do not exceed the available value of your Card Account and other restrictions (*see examples described below*) do not apply. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card Account to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to 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 had used the Card itself. **Card Account restrictions include but are not limited to** restricted geographic or merchant locations where there is a higher risk of fraud or illegal activity; restrictions to comply with laws or prevent our liability; and other restrictions to prevent fraud and other losses. For security reasons, we may, with or without prior notice, limit the type, amount, or number of transactions you can make on your Card. You may not use your Card for illegal online gambling or any other illegal transaction. **We may increase, reduce, cancel, or suspend any of the restrictions or add new ones at any time.** Your Card cannot be redeemed for cash.

Each time you use your Card, you authorize us to reduce the available value of your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available balance of funds on your Card, you shall remain fully liable to us for the amount of the transaction and any fees, if applicable. You are responsible for keeping track of the available balance of your Card Account.

Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. **IMPORTANT:** If your Account number changes you must immediately notify your employer or any other payors. You must provide all payors with the new Account number to ensure that your direct deposit activity continues uninterrupted.

7. Preauthorized Transfers

Right to Stop Payment and Procedure for Doing So: If you have arranged in advance to make regular payments out of your account, you can stop any of these payments. Here's how: you should first contact the applicable merchant or third-party service provider to cancel the recurring payment. If the merchant or service provider with whom you have arranged recurring payments from your Card Account is unable or unwilling to stop your payment, call or write to Customer Service, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Notice of Varying Amounts: If these regular payments may vary in amount, the person you are going to pay may 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.*)

Liability for Failure to Stop Payment of Preauthorized Transfer: If you order us to stop one of these payments 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 use your Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your 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 transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a "hold" on those 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. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

You do not have the right to stop payment on a single purchase or payment transaction originated by use of your Card. If you authorize a transaction and then fail to make the purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

8. Non-Visa Debit Transactions

Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on another network. If you do not enter a PIN, transactions may be processed as either a Visa debit transaction or on another network transaction. Should you choose to use a non-Visa network when making a transaction without a PIN, different terms may apply.

To initiate a Visa debit transaction at the POS, swipe the Card through a POS terminal, sign the receipt, or provide the 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter the PIN at the POS terminal or provide the 16-digit Card number after clearly indicating a preference to route the transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

9. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card for such refunds and agree to the refund policy of that merchant. Any Merchant disputes, returns, or refunds must be addressed and handled directly with the merchant from whom the transaction posted, or those goods or services were provided. We are not responsible for the delivery, quality, safety, legality or any other aspects of goods or services you purchase from others with a Card.

10. Card Expiration and Replacement

Your Card will expire no sooner than the date printed on the front of it. **The funds on the Card do not expire.** You will not be able to use your Card after the expiration date. A replacement Card will automatically be mailed to you prior to the expiration of the soon-to-expire Card.

You will be required to provide personal information which may include your 16-digit Card number, full name, transaction history, copies of accepted identification, etc. There is no fee to replace a lost, stolen or damaged Card. You may pay a fee to expedite delivery of an additional Card; for more information about the delivery options and applicable fees, see the section labelled "Fee Schedule."

11. Foreign Transactions

You may use the Card to purchase or lease goods or services everywhere Visa debit cards are accepted as long as you do not exceed the available value in the Card Account, and other restrictions (*see examples described below*) do not apply. If you make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the funds will be converted by Visa into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. If you make a purchase in a currency other than the currency in which the Card was issued, the Issuer may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside the fifty (50) U.S. states and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

12. Receipts

You should get a receipt at the time you make a transaction using your Card. You may need to retain receipts in order to verify or reconcile your transactions.

13. Negative Balances

If the available balance in the Account is insufficient to cover any authorized payment or withdrawal, we can refuse to honor the payment or withdrawal. You are not permitted to conduct transactions that bring your Account balance negative. If the Account balance should become negative for any reason, a deposit or deposits must be immediately made to cover the negative balance. If the Account has a negative balance for ninety (90) calendar days, it may be closed. You will remain liable to us for any amounts owed due to negative balances, and we reserve the right to pursue all remedies under law to resolve any negative balance, including setting off the balance with other funds you may hold with the Bank.

14. Transaction History

You may obtain information about the amount of money you have remaining in your Card Account by calling Customer Service. This information, along with a twelve (12) month history of Card Account transactions, is also available online at our Mobile App. If your Card is verified with us, you also have a right to obtain at least twenty four (24) months of written Card Account transactions by calling or by writing to Customer Service. You will not be charged a fee for this information.

15. Fee Schedule

All fees incurred will be deducted from your Card Account balance, except where prohibited by law. In the event your Card Account balance is less than the fee amount being assessed, the entire Card Account balance will be applied to the fee amount, and any unpaid fee amounts MAY RESULT IN THE FEE BEING PENDED UNTIL A VALUE LOAD IS RECEIVED, AT WHICH TIME THE FEE AMOUNT WILL BE DEDUCTED FROM YOUR CARD ACCOUNT. If there is a Pended Fee on your Card Account, any subsequent deposits or loads into your Card Account will first be applied to any negative balance and any Pended Fees. This means your remaining Card Account balance will be less than what you deposited into the Card Account. You may view Pended Fees in the Online Account Center under Pending Transactions or hear Pended Fees via the telephone automated service in the pending section of the transaction history.

List of all fees for Millions Visa® Card

All fees	Amount	Details
Misc.		
Card replacement fee	No Cost	Standard card replacements are free
Expedited Card Replacement	\$25.00	You may request an expedited card replacement, with a delivery target of two business days.
Get cash		
ATM withdrawal (in-network)	No Cost	"In-network" refers to the AllPoint ATM Network.
ATM withdrawal (domestic)	\$2.50 per transaction	This is our fee, and only applies to "out-of-network" ATMs. "Out-of-network" refers to ATMs outside of the AllPoint ATM Network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Add Money to Your Card Account		
Greendot Cash Load	Up to \$4.95	This fee is charged by an unaffiliated third party and may be subject to change without notice. This fee is not deducted from your Card account and will not be reflected in any transaction histories.
Visa ReadyLink Cash Load	Up to \$4.95	This fee is charged by an unaffiliated third party and may be subject to change without notice. This fee is not deducted from your Card account and will not be reflected in any transaction histories.
Information		
Customer service (automated)	\$0.00	No fee for calling our automated customer service line, including for balance inquiries.
Customer service (live agent)	\$0.00	No fee for calling our live agent customer service line.
ATM balance inquiry (in-network)	\$0.00	"In-network" refers to the AllPoint ATM Network.
ATM balance inquiry (out-of-network)*	\$0.00	"Out-of-network" refers to ATMs outside of the AllPoint ATM Network. You may be charged a fee by the ATM operator.
Using your card outside the U.S.		
Foreign Transaction Fee (Int'l)	3%	Of the U.S. dollar amount of each transaction.

ATM Withdrawal Fee (Int'l)	\$2.50 per transaction	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
International ATM balance inquiry*	\$0.00	You may be charged a fee by the ATM operator.
Other		
Inactivity	\$0.00	There is no inactivity fee associated with your Millions Card Account.

Your funds will be held at the Bancorp Bank, an FDIC insured institution. Your funds are insured up to \$250,000 by the FDIC in the event Bancorp Bank fails, if specific deposit insurance requirements are met and your card is registered. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

*Your Millions Visa® Card can be used at the AllPoint ATM Network free of surcharges & fees. Third party fees may apply.

No overdraft/credit feature.

Contact Millions by calling 1-866-331-8753, by mail at 348 WEST 57TH STREET, #367 NEW YORK, NY 10019, or visit millions.app

For general information about prepaid accounts, visit cfpb.gov/prepaid.

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

16. Confidentiality

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

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

17. Our Liability for Failure To Complete Transactions

If we do not properly complete a transaction from 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:

- (1) If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) 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;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) 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
- (9) Any other exception stated in our Agreement with you.

18. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Card or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Card. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Card Account. If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card or Card Account without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or code, and we can prove we could have stopped someone from using your Card or code without your permission if you had told us, you could lose as much as \$500.

Also, if your electronic history 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 you accessed your Card Account or the date we FIRST sent a written transaction history to you (if applicable), 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 Visa Core Rules, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you are not negligent or fraudulent in the handling of your Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us). You must notify us immediately of any unauthorized use.

19. Information About Your Right to Dispute Errors

In Case of Errors or Questions About Your Card Account call us, write us, or email us at the Customer Service contact information above as soon as you can, if you think an error has occurred in your Card Account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your 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 will need to tell us:

1. Your name and Card number.
2. Why you believe there is an error, and the dollar amount involved.
3. 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 account 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 account.

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 account 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.

20. 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.

21. Other Miscellaneous Terms

Your Card and your obligations under this Agreement may not be assigned. 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 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 law of the State of Delaware except to the extent governed by federal law.

22. Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may close your Card Account by contacting Customer Service. Your termination of your Card or this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event your Card Account is cancelled, closed, or terminated for any reason, you may request that the unused balance be refunded to you. For security purposes, you may be required to supply identification and address verification documentation prior to being issued a refund. There may be a fee for a refund. Please refer to the Fee Schedule above. In the event this Card program is cancelled, closed, or terminated, we will send you prior notice in accordance with applicable law. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00. The time frame for processing and delivery of any refund depends on the method you select to receive it. Refund delivery methods may include, but not be limited to, mailing a paper check to you or receiving an electronic check by email.

23. Arbitration

This Arbitration Clause sets forth the procedures for resolving a Claim under this Agreement. As used in this Arbitration Clause, a "Claim" is any pre-existing, present or future claim, dispute, or controversy between you and us arising out of or relating directly or indirectly in any way to this Agreement. The term "Claim" has a very broad meaning and includes, by way of example and not limitation, disputes concerning: (i) the acquisition, use, or balance of your Card Account; (ii) advertisements, promotions or oral or written statements related to the Card Account (iii) a dispute based on a federal or state statute or local ordinance; (iv) data breach or privacy claims arising from or relating directly or indirectly to the disclosure by us of any non-public personal information about you; and (v) the relationships between you and us arising from this Agreement or any of the foregoing. Notwithstanding the foregoing, a "Claim" does not include (i) the exercising of any self-help or non-judicial remedies by you or us, meaning actions you or we can take that do not involve court action. Examples of this include setoff rights or enforcement of our security interest in your Card Account, (ii) disputes regarding a person's authority to act on your Card Account and disputes regarding ownership of funds and other legal matters dealing with "legal process" or "legal proceedings and disputes"; and (iii) obtaining provisional or ancillary remedies including, but not limited to, attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction.

This Arbitration Clause provides that all Claims shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration, unless excepted or opted out in accordance with the terms below.

By not opting out according to the terms below, you acknowledge that:

1. **YOU AND WE WILL BE BOUND BY THIS CLAUSE TO ARBITRATE ANY CLAIM IF YOU OR WE ELECT ARBITRATION, UNLESS THE CLAIM IS BROUGHT IN OR REMOVED TO SMALL-CLAIMS COURT PURSUANT TO THIS ARBITRATION CLAUSE;**
2. **NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE; AND**
3. **YOU AND WE WILL NOT BE ABLE TO BRING OR BE A CLASS MEMBER IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION (“Class Action Waiver”).**

Arbitration: In arbitration, a neutral third-party arbitrator resolves Claims on an individual basis. Arbitrations under this Arbitration Clause will be made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (“FAA”) (9 U.S.C. 1-16). An arbitration of a Claim will be conducted by the American Arbitration Association (“AAA”) under its rules; if AAA cannot serve and we do not agree on an alternative arbitrator, a court with jurisdiction will select the arbitrator. For a copy of AAA procedures, to file a Claim, or for other information about this organization, contact AAA at 120 Broadway, Floor 21, New York, NY 10271, (1-800-778-7879), www.adr.org. **We will pay the initial filing fee to commence arbitration and other fees we are required to pay by the AAA Rules, and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.** The arbitrator’s award shall be binding and final, except for any appeal rights under the FAA. Judgment on the arbitration award may be entered in any court having jurisdiction.

Alternative for Individual Claims: This Arbitration Clause does not affect your or our right to pursue individual Claims in small claims court (or your state’s equivalent court) if the court has jurisdiction over the dispute and the dispute remains in that court. If a party brings a Claim in arbitration, the other party may remove the Claim to small-claims court if the amount in controversy (exclusive of attorneys’ fees and costs if applicable law so provides) is properly within the jurisdiction of a small-claims court. The opposing party must provide notice of intent to remove to small-claims court within 30 days of receiving an arbitration demand from the other party. In any event, if the Claim is removed, appealed or transferred from small-claims court to another court, it shall be subject to arbitration at the election of either party.

Enforceability: All disputes as to the scope, enforceability and validity of this Arbitration Clause shall be made exclusively by a court of competent jurisdiction.

Process: Before bringing a Claim in court or in arbitration, the complaining party must give the other party written notice of the Claim. If you are the complaining party, you must send the notice in writing (and not electronically) to 348 WEST 57TH STREET, #367 NEW YORK NY 10019.

You or your representative must sign the notice and must explain the nature of the Claim and any supporting information, such as your Card Account number and a contact information where you (or your representative) can be reached. If we bring a Claim, we will send a letter to you using the information we have on file for you. The receiving party will have 30 days to respond to the demand.

Opting out: If you do not wish to be bound by this Arbitration Clause, you must mail us a signed notice within 45 calendar days after you acquire or open the Card Account to 348 WEST 57TH STREET, #367 NEW YORK NY 10019. We will need your name, address, telephone number and Card Account number. State that you “opt out” of arbitration. Opting out will not affect the other provisions of this Agreement. By opting out, you will have all options available under law to raise a dispute or Claim.

Survival: This Arbitration Clause shall survive: (i) termination of the Agreement by either party; (ii) the bankruptcy of any party; (iii) any transfer, sale or assignment, or any amounts owed on your Card Account, to any other person or entity; or (iv) closing of the Card Account. If any portion of this Arbitration Clause is deemed invalid or unenforceable, the remaining portions shall remain in force, except that: (A) If the Class Action Waiver is declared unenforceable in a proceeding between you and us with respect to a Claim that does not seek public injunctive relief, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Clause (except for this sentence) shall be null and void in such proceeding; and (B) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in this Arbitration Clause prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim, and that determination becomes final after all appeals have been exhausted, the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for class-wide or public injunctive relief be arbitrated.

Any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of additional cardholders designated by you, if any; iv) your acquisition of the Card; v) your use of the Card; vi) the amount of available funds in the Card Account; vii) advertisements, promotions or oral or written statements related to the Card, as well as goods or services purchased with the Card; viii) the benefits and services related to the Card; or ix) transactions on the Card, no matter how described, pleaded or styled, shall be **FINALLY and EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017 or at www.adr.org.

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity; or iv) expiration of the Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO *NOT* ACTIVATE OR *USE* THE CARD. CONTACT CUSTOMER SERVICE TO CANCEL THE CARD AND TO REQUEST A REFUND, IF APPLICABLE.

■ This Cardholder Agreement is effective (01/2022)