rapid! PayCard® Visa® Payroll Card Cardholder Agreement

CUSTOMER SERVICE CONTACT INFORMATION:
Address: P.O. Box 42212
Cincinnati, OH 45242
Website: www.rapidfs.com
Phone Number: (844) 346-9847

IMPORTANT NOTICES:
(1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
(2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON THE CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE CARD BALANCE.
(3) BY ACCEPTING, SIGNING, OR USING THIS CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.
(4) BY USING THIS CARD, YOU ARE ALSO AGREEING TO PATHWARD'S PRIVACY POLICY. PROGRAM MANAGERS MAY HAVE DIFFERENT PRIVACY PRACTICES, SO IT IS IMPORTANT YOU REVIEW THEIR POLICY AS WELL, IF APPLICABLE.

This Cardholder Agreement ("**Agreement**") sets forth the terms and conditions under which the rapid! PayCard Visa Payroll Card ("**Card**") has been issued to you by Pathward. "**You**" and "**your**" means the person or persons who have received and are authorized to use the Card as provided for in this Agreement. "**We**," "**us**," and "**our**" mean collectively, Pathward, a federally-chartered savings bank, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our Program Manager. "**Program Manager**" refers to Green Dot Corporation, who performs certain services related to your Card on Pathward's behalf. "**Employer**" means the company who has directly or indirectly established this Card for purposes of transferring wages, salary, or other employee compensation. The Card is nontransferable, and it may be canceled at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference. Your full fee schedule, otherwise known as the "**Long Form**," is attached to and considered part of this Agreement.

1. ABOUT YOUR CARD

Your Card is a prepaid card, which allows you to access funds loaded to your Card account. You should treat your Card with the same care as you would treat cash. We encourage you to sign your Card when you receive it. This Card is intended for personal, family, or household use and not intended for business purposes. Your Card account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. You will not receive any interest on the funds in your Card account. We may close your Card or refuse to process, suspend, or delay any transaction that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. You are responsible for notifying us immediately upon any change to your address, phone number, or email address. If your address changes to a non-U.S. address, we may cancel your Card and return funds to you in accordance with this Agreement.

Pathward, N.A. will act as custodian of your funds upon its receipt of your funds. Once your Card is activated, you will be able to provide Pathward, as custodian, with instructions about the funds accessible through the Card. Activation of the Card authorizes us to hold your funds at Pathward or as custodian to place your funds at one or more participating FDIC-insured banks (each a "Program Bank"). Visit www.pathwardprogrambanks.com to find the most up-to-date list of Program Banks. If you do not agree to your funds being held by us at Pathward or placed by Pathward as custodian at other Program Banks, please immediately transfer or spend ***all*** the funds on your Card or contact Customer Service above to cancel the Card and request your funds in the form of a paper check at no charge. For more information on FDIC deposit insurance limits and related conditions, please refer to the Long Form.

2. VERIFYING YOUR CARD

Important information for opening a Card account: To help the federal 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 request a Card, we will ask for, or your Employer may provide us with, your name, street address, date of birth, Social Security Number, 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 at any time. You may be limited in use and features until we have been able to successfully verify your identity.

Eligibility and Activation: To be eligible to use and activate the Card, you represent and warrant to us that: (i) you are at least 18 years of age; (ii) you are a U.S. citizen or lawfully residing in the 50 states of the United States or the District of Columbia (collectively, the "**U.S.**"); (iii) the personal information provided to us is true, correct and complete; (iv) you have read this Agreement and agree to be bound by and comply with its terms.

3. UNAUTHORIZED TRANSACTIONS

a. Contact in Event of Unauthorized Transfer

If you believe your Card has been lost or stolen or your Card has been used without your permission, call or write Customer Service IMMEDIATELY at the contact information found at the beginning of this Agreement.

b. Your Liability for Unauthorized Transactions

Tell us AT ONCE if you believe your Card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Calling Customer Service 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 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 history shows transfers that you did not make, including those made by your Card or other means, tell us at once. If you do not tell us within 60 days after the earlier of the date you electronically accessed your Card account (if the unauthorized transfer could be viewed in your electronic history) or the date we sent the FIRST written history on which the unauthorized transfer 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.

Your Card may have some additional protections against unauthorized use:

Visa Zero Liability policy covers U.S.-issued Visa-branded Cards only and does not apply to ATM transactions, PIN transactions not processed by Visa, certain commercial card transactions, or unregistered cards. You must notify us promptly of any unauthorized use. For additional details, visit www.visa.com/security.

c. Business Days

For purposes of this Agreement, our business days are Monday through Friday, excluding Federal holidays. Customer Service hours may differ.

4. USING YOUR CARD

a. Accessing and Loading Funds

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and applicable fees. If you use your Card number without presenting your Card (such as for an internet transaction or a mail order or telephone purchase), the legal effect will be the same as if you used the Card itself. Subject to the limits described in subsection b. below, you may use your Card to purchase or lease goods or services wherever your Card is honored as long as you do not exceed the value available in your Card account.

Your Card can also be used to:

(1) load funds to your Card account;
(2) transfer funds between your Card accounts whenever you request; and
(3) pay eligible bills directly from your Card account.

You CANNOT use your Card to: (i) exchange your Card for its cash value; (ii) perform any illegal transactions; (iii) use the bank routing number and account number to make a debit transaction with any item processed as a check (these debits will be declined and your payment will not be processed); or (iv) make business-related transactions. In addition, YOU ARE NOT PERMITTED TO EXCEED THE AVAILABLE AMOUNT IN YOUR CARD ACCOUNT THROUGH AN INDIVIDUAL TRANSACTION OR A SERIES OF TRANSACTIONS. Nevertheless, if a transaction exceeds the balance of the funds available in your Card account, you will remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. If your Card has a negative balance, any deposits will be used to offset the negative balance. We may also use any deposit or balance on another card you have with us to offset a negative balance on this Card.

Loading the Card account: Your employer may add funds to your Card, called "loading," by Automated Clearing House ("ACH") loads (e.g., direct deposit). You may also add funds to your Card through: (i) ACH loads; (ii) loading cash through one of our reload locations (a list is available at www.attheregister.com); (iii) cashing an eligible check and transferring those funds to your Card via a third-party mobile check load provider, subject to the terms and conditions established by such third-party provider from time to time; and (iv) receiving funds from another Card via our Card-to-Card transfer service, which allows cardholders to authorize the transfer of funds from their Card accounts to other Card accounts by providing instructions via the website mentioned above. See the Limits table below for limitations on amount and frequency for different load methods. Each load may be subject to a fee as set out in the Long Form. If you arrange to have funds transferred directly to your Card from a third party through an ACH load, you must enroll with the third party by providing the bank routing number and direct deposit account number that we provide you. **The only federal payments that may be loaded to your Card via ACH credit are federal payments for the benefit of the primary cardholder. If you have questions about this requirement, please call Customer Service.** Certain types of loads may be rejected if they exceed the limits disclosed below. You agree to present your Card and meet identification requirements to complete load transactions as may be required from time to time.

Split Transactions: If you do not have enough funds available in your Card account for a transaction, you may be able to instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called "split transactions." Some merchants do not allow cardholders to split transactions or will only allow you to do a split transaction if you pay the remaining amount in cash.

b. Limits

Balance, Load, Withdrawal, and Spend Limits*	
Balance and Load Limitations	**Limit**
Maximum Card balance	$15,000
Maximum number of ACH credits	5 per day
Maximum amount of ACH credits	$10,000 per day
Minimum amount of cash loads	$10 per load
Maximum amount of cash loads	$950 per day
Maximum number of Card-to-Card transfers that may be received	2 per day
Maximum amount of Card-to-Card transfers that may be received	$5,000 per day
Maximum number of cash loads	4 per day
Withdrawal Limitations	**Limit**
Maximum number of ATM withdrawals	5 per day
Maximum amount of ATM withdrawals	$1,020 per transaction; $1,020 per day
Maximum number of over-the-counter cash withdrawals	5 per day
Maximum amount of over-the-counter cash withdrawals	$5,050 per day
Maximum number of Card-to-Card transfers that may be sent	2 per day
Maximum amount of Card-to-Card transfers that may be sent	$5,000 per day
Spend Limitations	**Limit**
Maximum amount of point-of-sale signature and point-of-sale PIN transactions**	$5,050 per day
* Third parties may impose additional limitations. ** Limit is based on aggregate point-of-sale purchase and withdrawal amounts.	

In addition to the foregoing limits, to prevent fraud and maintain the security of your Card account, additional limits apply to the use of your

Card. For fraud and security reasons, we may also impose additional limits, at any time and without notice, on the amount, number, and type of transactions you can perform with your Card and on any funding or load of your Card.

c. Foreign Transactions

If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued ("**Foreign Transaction**"), the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of your Card. The rate they choose is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of any fee that we charge as compensation for our services. You will be charged a fee for Foreign Transactions in U.S. dollars as disclosed in the Long Form. If the Foreign Transaction results in a credit due to a return, we may not refund any fee that may have been charged on your original purchase.

d. Companion Cards

You may authorize up to one additional Card, called a Companion Card. A Companion Card will access funds in a sub-account funded by your Card account. Companion cardholders may register their Cards in their name. Companion cardholders may be subject to identity verification. Companion Cards are restricted to the following uses:

(1) general purchases and cash withdrawals;
(2) transfering funds between your Card accounts; and
(3) paying eligible bills directly from your Card account.

Use of Companion Cards is subject to the same restrictions on your Card, and we may hold you and/or any Companion cardholders liable for misuse of the Companion Cards.

5. CONFIDENTIALITY

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

(1) Where it is necessary for completing transactions;
(2) In order to verify the existence and condition of your Card account for a third party, such as merchant;
(3) In order to comply with government agency or court orders or other legal reporting requirements;
(4) If you give us your written permission;
(5) To our employees, auditors, affiliates, service providers, and attorneys, as needed;
(6) In order to identify, prevent, investigate, or report possible suspicious or illegal activity;
(7) As otherwise necessary to fulfill our obligations under this Agreement; and
(8) As permitted by our Privacy Policy.

6. DOCUMENTATION

a. Receipts

You may be able to get a receipt at the time you make any transfer to or from your Card account using an ATM or point-of-sale terminals. You may need a receipt in order to verify a transaction with us or the merchant.

b. Transaction History and Balance

You may obtain information about your Card balance by calling Customer Service. This information, along with a 12-month history of account transactions, is also available online at the website mentioned above.

You also have the right to obtain at least 24 months of written history of account transactions by calling or by writing Customer Service. You will not be charged a fee for this information unless you request it more than once per month.

7. TRANSACTIONS AND PREAUTHORIZED TRANSFERS

a. Right to stop payment and procedure for doing so

If you have told us in advance to make regular payments out of your Card account, you can stop any of these payments. Call or write to Customer Service with the contact information located at the beginning of this Agreement in time for us to receive your request three business days or more before the payment is scheduled to be made. If we do not receive your request at least three business days before the scheduled payment date, we may attempt, in our sole discretion, to stop the payment. However, we assume no responsibility for our failure or refusal to do so, even if we accept your stop payment request. 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. If we do not receive the written request within 14 days after you call, we may honor subsequent payments with your Card account. Unless you tell us that all future payments to a specific recipient are to be stopped, we may treat your stop-payment order as a request concerning one specific payment only.

b. Notice of varying amounts

If these regular payments vary in amount, the person you are paying should tell you, at least 10 days before each payment, when it will be made and how much it will be. Please note that the person you are going to pay may give you the option of receiving 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.

c. Liability for failure to stop payment of preauthorized transfer

If you order us to stop one of these regular payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages to the extent provided in this Agreement or required by law.

d. Our liability for failure to complete transactions

If we do not complete a transaction to or from your Card account on time or in the correct amount according to this Agreement, we will be liable for your losses and damages proximately caused by us. 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 in your Card account 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 or PIN lost or stolen;

(6) If there is a hold or your funds are subject to legal 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) For any other exception stated in this Agreement.

e. ATM Fees

Except as provided in the Long Form, when you use an ATM not owned by us, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

f. Preauthorized Credits

If you have arranged to have direct deposits made to your Card account at least once every 60 days from the same person or company, the person or company making the deposit should tell you every time they send us the money. You can call Customer Service to find out whether or not the deposit has been made. We reserve the right to reject or limit transfers to your Card account via direct deposit in our sole discretion and may reject, suspend, or delay any direct deposit that has identifying information that does not match the identifying information (such as name or Social Security Number) that we have on file for you.

g. Authorization Holds

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place 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 preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

8. ERROR RESOLUTION PROCEDURES

In Case of Errors or Questions about Your Prepaid Account: Call or write Customer Service at the phone number or address mentioned 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. In any case, we may limit our investigation of any alleged error that you do not report to us within 120 days of the posted transaction. You may request a written history of your transactions at any time by calling or writing Customer Service. You will need to tell us:

(1) Your name and Card account or Card number;
(2) Why you believe there is an error and the dollar amount involved; and
(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 provisionally credit your Card 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 provisionally credit your Card account.

For errors involving new Card accounts or point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Card accounts, we may take up to 20 business days to provisionally credit your Card 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. If you need more information about our error-resolution procedures, call Customer Service or visit the website mentioned above.

9. ADDITIONAL TERMS OF THE AGREEMENT

a. Personal Identification Number ("PIN")

You will be required to set a Personalized Identification Number ("**PIN**") when you activate your Card. You should not write or keep your PIN with your Card. Never share your PIN with anyone 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 contact Customer Service immediately.

b. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

c. Card Replacement and Expiration

If you need to replace your Card for any reason, please contact Customer Service. See the Long Form for applicable fees. Please note that your Card has a "Valid Thru" date on the front of the Card. You may not use the Card after the "Valid Thru" date on the front of your Card. However, even if the "Valid Thru" date has passed, the available funds on your Card do not expire. You will not be charged a fee for replacement cards that we send due to expiration of your Card.

d. Authorized Users

If you allow another person to use your Card, you will be responsible under this Agreement for all transactions made by that person, regardless of whether you intended to be responsible for all of them, as well as all associated fees and charges, even if any of those transactions, fees, or charges caused your balance to go negative.

e. Communications

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we and our service

providers may contact you with any contact information you provide to us, including cellular and wireless phone numbers, landline numbers, and email addresses. You also agree that we and our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you and that you send or make to us.

10. LEGAL NOTICES

a. English Language Controls

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

b. Card Account Closure

You may close your Card account at any time by contacting Customer Service. Your request for Card account closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Card account be closed, we will issue you a credit for any unpaid balances, subject to fees as disclosed in the Long Form. We reserve the right to close your Card account should you complete or attempt to complete any of the prohibited actions in this Agreement.

c. Assignability

You may not assign or transfer your Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card account. If we assign our rights, you will get a notification from us.

d. Legal Process

Regardless of where or how we are served, we will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena, or warrant we believe to be valid relating to you or your Card. You agree that we will honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your Card account records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will enforce a right of security interest against any of your Card accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs, and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your Card account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. We may deduct such expenses from your Card account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend, and hold us harmless from all actions, claims, liabilities, losses, costs and damages, including, without limitation, attorneys' fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds in a Card account, we may remove the funds from the account and maintain them separately.

e. Other Terms

You will be notified of any change to this Agreement in the manner required 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 do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is 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 will not be affected. This Agreement will be governed by the law of the state of South Dakota, except to the extent governed by federal law. Should your Card have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency.

11. JURY TRIAL WAIVER

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION CLAUSE SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL WAIVER.

12. ARBITRATION CLAUSE

We have put this Arbitration Clause in question and answer form to make it easier to follow. However, this Arbitration Clause is part of this Agreement and is legally binding. For purposes of this section, our "**Notice Address"** is: Pathward, Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108.

Background and Scope.		
Question	**Short Answer**	**Further Detail**
What is arbitration?	An alternative to court	In arbitration, a third-party arbitrator ("Arbitrator") solves Disputes in an informal hearing.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Arbitration Clause?	Yes, within 60 days	If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you receive this Agreement. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address, and Card number. State that you "opt out" of the Arbitration Clause.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.

Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members, and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	This Arbitration Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Card or this Agreement. It includes claims related to the validity in general of this Agreement. **However, it does not include disputes about the validity, coverage, or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.**
Who handles the arbitration?	Usually AAA or JAMS	Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Clause do not apply. The arbitration administrator will be either: • The American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com • Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes	For Disputes subject to this Arbitration Clause, you give up your right to: 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute you have with a dispute by other consumers. 5. Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.
Can you or another consumer start a class arbitration?	No	**The Arbitrator is not allowed to handle any Dispute on a class or representative basis.** All Disputes subject to this Arbitration Clause must be decided in an **individual** arbitration or an **individual** small-claims action. This Arbitration Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Arbitration Clause ineffective?	No	This Arbitration Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.
Process.		
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award.
Arbitration Fees and Awards.		
Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his

		or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

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