

Cardholder Agreements

Click within one of the boxes below to review your Cardholder Agreement

Visa® Reward Cards that start with 4099. The Visa Reward Card is issued by The Bancorp Bank, N.A., pursuant to license by Visa and card can be used everywhere Visa is accepted.

Visa® Reward Cards that start with 4764. The Visa Reward Card is issued by US Bank pursuant to license by Visa and card can be used everywhere Visa is accepted.

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CARDHOLDER AGREEMENT IMPORTANT – PLEASE READ CAREFULLY
Terms and Conditions/Definitions for the Visa® Reward Card. The Visa Reward Card is a non-reloadable Visa branded prepaid card.

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the Visa Reward Card has been issued to you by The Bancorp Bank, Wilmington, Delaware (“The Bancorp Bank” or “Issuer”). The Issuer is an FDIC insured member institution. (“Card” means the non-reloadable Visa Reward Card issued to you by The Bancorp Bank. 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. Group O, Inc. is the entity managing the Card program (“Program Manager”). You acknowledge and agree that the value available in the Card Account is limited to the funds that have been loaded to the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of the Card. The Card is a prepaid card. The Card is not a gift card or a gift certificate. You have received this Card as a gratuity without the payment of any monetary value or consideration. You are not the owner of the Card or the funds underlying the Card. Your failure to activate and use the Card results in the loss of all right, title and interest in the Card and the underlying funds. 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 the funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, 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 the 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. 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.

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

Activate the Card – You must activate the Card before it can be used. You may activate the Card by calling 866-212-0733 or online at www.cardactivationservices.com. You will need to provide personal information in order to verify your identity.

Personal Identification Number – You will not receive a Personal Identification Number (“PIN”) with the Card. However, you will be prompted to select a PIN when you activate the Card. See the activation instructions in the “Activate the Card” section. You should not write or keep the PIN with the Card. Never share the PIN with anyone. When entering the PIN, be sure it cannot be observed by others and do not enter the PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to the PIN, you should advise us immediately following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.”

Authorized Card Users – You are responsible for all authorized transactions initiated and fees incurred by use of the Card. If you permit another person to have access to the Card or Card number, 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.

Secondary Cardholder – You may not request an additional Card for another person. **Your Representations and Warranties** – 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.

Cash Access – You may not use the Card to obtain cash from an Automated Teller Machine (“ATM”) Point-of-Sale (“POS”) device or by any other means.

Loading the Card – You may not load funds to the Card. Only the Program Manager may load funds to the Card Account. You will have access to the funds immediately once the Card is activated. The Card is not reloadable after the initial loading. Personal checks, cashier’s checks, and money orders sent to the Issuer are not an acceptable form of loading. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

The maximum value of the Card is restricted to \$1,000.00.

Preauthorized Transfers – The Card Account cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers (“Merchants”). If presented for payment, preauthorized direct debits will be declined and payment to the Merchant or provider will not be made. You are not authorized to provide the combination of the Issuer’s bank routing number and the Card Account number to anyone.

Using the Card/Features

The maximum value of the Card is restricted to \$1,000.00. These are the maximum amounts that can be spent on the Card:

Transaction Type	Frequency and/or Dollar Limits
Card Purchases (Signature or PIN)	No daily limit, \$1,000.00 per transaction, up to \$1,000.00 per calendar day

You may use the Card to purchase or lease goods or services everywhere Visa debit cards, Maestro cards, and Interlink cards are accepted as long as you do not exceed the available value of the Card Account and other restrictions (see examples described below) do not apply. Some merchants do not allow cardholders to conduct split transactions where you 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 the Card, the Card is likely to be declined.

If you use the 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 the Card is declined, even though there are sufficient funds available, you should pay for your purchase inside with the cashier. If you use the 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 any purchase or payment transaction originated by use of the 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.

If you use the Card number without presenting the 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 the Card. You may not use the 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.** The Card cannot be redeemed for cash.

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

Non-Visa Debit Transactions – New procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction, or as a Maestro and Interlink transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the Maestro or Interlink network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the Maestro or Interlink network. Please refer to the paragraph labeled “Your Liability for Unauthorized Transfers” for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

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.

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. Neither the Issuer nor the Program Manager are responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

Card Replacement – If you need to replace the Card for any reason, please contact Card Services 866-212-0733 to request a replacement Card. You will be required to provide personal information which may include the 16-digit Card number, your full name, transaction history, copies of accepted identification, etc. There is a fee for replacing a lost, stolen or damaged Card, see the “Fee Schedule.” for details.

For information on replacing an expired Card, see the section below labeled “Expiration.”

Expiration – The Card will expire no sooner than the Valid Thru date on the front of the Card. **The funds on the Card expire when the Card expires.** You will not be able to use the Card after the expiration date. If you need a replacement Card for any reason other than the Card’s expiration, you may request one at any time, however there is a Replacement Card fee. For information about the fee, see the section labeled “Fee Schedule.” **Expired Cards will not be replaced.**

Transactions Made in Foreign Currencies – 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 whole-sale 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.

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

Card Account Balance/Transaction History – You are responsible for keeping track of the available balance of the Card Account. Merchants generally will not be able to determine the available balance. It’s important to know the available balance before making any transaction. You may obtain information about the amount of money remaining in the Card Account by calling 866-212-0733. This information, along with a sixty (60) day history of Card Account transactions, is also available online www.cardactivationservices.com. You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling 866-212-0733 or by writing to Card Services, 4905 77th Ave E Milan, IL 61264. You will not automatically receive paper statements.

Fee Schedule – All fee amounts will be withdrawn from the Card Account and will be assessed as long as there is a remaining balance on the Card Account, except where prohibited by law. Any time the remaining Card Account balance is less than the fee amount being assessed, the balance of the Card Account will be applied to the fee amount resulting in a zero balance on the Card Account.

Replacement Card Fee:	\$7.00 (per Card; when the Card is reissued or replaced for any reason, except Card expiration) funds expire when the Card expires, expired Cards will not be replaced.
International Transaction Fee:	3% of the transaction amount.

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

- (1) Where it is necessary for completing transactions;
 - (2) In order to verify the existence and condition of the 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) Otherwise as necessary to fulfill our obligations under this Agreement.
- Our Liability for Failure to Complete Transactions** – If we do not properly complete a transaction from the 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 the Card to complete the transaction;
 - (2) If a merchant refuses to accept the 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 the Card has been blocked after you reported the Card lost or stolen;
 - (6) If there is a hold or the 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.

Your Liability for Unauthorized Transfers – Contact us at once if you believe the Card has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe the Card has been lost or stolen, or that someone has transferred or may transfer money from the Card Account without your permission, call 866-212-0733 or visit www.cardactivationservices.com. *Under Visa Core Rules, your liability for unauthorized Visa debit transactions on the Card Account is \$0.00 if you are not negligent or fraudulent in the handling of the 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.

If the Card has been lost or stolen, we will close the Card Account to keep losses down and will send a replacement card. There is a fee for replacing the Card. For information about the fee, see the section labeled “Fee Schedule.”

Other Miscellaneous Terms – The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the 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 law, rule, 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.

Amendment and Cancellation – We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on online at www.cardactivationservices.com, and any such amendment shall be effective upon such posting to that website. The current Agreement is available at www.cardactivationservices.com. 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 the Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event the Card Account is cancelled, closed, or terminated for any reason, the unused funds will be returned to the Program Manager.

Information About Your Right to Dispute Transactions – In the case of a discrepancy or questions about the Card Account transaction(s), call 866-212-0733, write to Card Services 4905 77th Ave E Milan, IL 61264, as soon as you can. You must contact us no later than sixty (60) calendar days after we posted the transaction(s) to the Card Account. You may request a written history of your transactions at any time by calling 866-212-0733 or writing to Card Services, 4905 77th Ave E Milan, IL 61264.

In case of a discrepancy or questions about the Card Account transactions you will need to tell us:

1. Your name and the 16-digit Card number.
2. A description of the transaction(s) including the date and dollar amount.
3. Why you believe there is a discrepancy.

If you provide this information orally, we may require that you send the details listed above in writing within sixty (60) calendar days after we posted the transaction(s) you are questioning. You agree to cooperate fully with our investigation and to provide any additional information or documentation we may need for the claim.

Once we have the required details, information, and/or documents, we will determine whether a discrepancy occurred. If we ask you to put details in writing and you do not provide them within sixty (60) calendar days of the date we posted the transaction(s) you are questioning, we may not be able to resolve the claim in your favor.

We will tell you the results in writing after completing our investigation. If we determine a discrepancy occurred, we will correct the discrepancy promptly and credit the Card Account. If we decide there was no discrepancy, we will send you a written explanation.

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.

Customer Service – For customer service or additional information regarding the Card, please contact:

Group O, Inc. Card Services
 4905 77th Ave E Milan IL 61264
 866-212-0733

Customer Service agents are available to answer your calls:

Monday through Friday, 7 a.m. to 7 p.m. CST

Lost/Stolen/damaged Cards can be reported at the phone number listed above 24/7/365.

Telephone Monitoring/Recording – 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.

No Warranty Regarding Goods or Services as Applicable – We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Card.

Arbitration – Any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: i) this Agreement; ii) the Card; iii) your acquisition of the Card; iv) your use of the Card; v) the amount of available funds in the Card Account; vi) advertisements, promotions or oral or written statements related to the Card, as well as goods or services purchased with the Card; vii) the benefits and services related to the Card; or viii) 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 the Card, or any amounts owed on the 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. CALL 866-212-0733 TO CANCEL THE CARD AND MAKE ALTERNATE ARRANGEMENTS TO RECEIVE THE FUNDS ASSOCIATED WITH THE CARD ACCOUNT.

This Cardholder Agreement is effective 07/2020

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Terms and Conditions for Rewards Cards
Date last updated: December 27, 2021

The following Rewards Card Terms and Conditions (“Agreement”) describe the terms and conditions that apply to use of Rewards Visa® or Mastercard® Cards (“Card” or “Cards”). This Agreement is between you, the Cardholder, and U.S. Bank National Association (“Issuer”). In this Agreement the terms “we”, “us”, and “our” mean U.S. Bank National Association, and “you” or “your” mean anyone who has received the Card or is authorized to use it. By accepting or using your Card, you agree to be bound by this Agreement. If you do not agree with this Agreement, do not use or accept the Card. **IMPORTANT:** This Agreement includes resolution of disputes by arbitration instead of in court and a class action waiver.

1. About Your Card. The Cards are issued by Issuer in connection with a loyalty, award, or promotional program sponsored by Issuer’s client company (the “Sponsor Company”) that is provided to you as a physical card. The terms and conditions of any such loyalty, award, or promotional program are determined by the Sponsor Company and not by Issuer. Issuer has no responsibility for the loyalty, award, or promotional programs, and you hereby knowingly release Issuer and its affiliates and related entities from any and all liability or claims of any nature whatsoever arising in connection with the loyalty, award, or promotional program with respect to any Card that is issued to you in connection with such program.

2. Personal Identification Number (PIN) Purchases. During the Card activation process, you will be required to set your PIN, which you may use for making purchases where entering a PIN is allowed. You can also change your PIN by calling the number on the back of your card or visiting the website printed on the back of the card. The Card and PIN are provided for your use and protection, and you will:

- Not disclose the PIN nor record it on the Card or otherwise make it available to anyone else;
- Use the Card and the PIN as instructed (Card cannot be used to obtain cash);
- Promptly notify us of any loss or theft of your Card or PIN (see “Lost, Damaged Or Stolen Card”); and
- Be liable for any transactions made by a person you authorize or permit to use your Card and/or PIN. If you permit someone else to use your Card, we will treat this as if you have authorized this person to use your Card and you will be responsible for any transactions initiated by such person with your Card.

3. Card Balance Inquiry. To check the balance on your Card, please contact Cardholder Services by calling the number on the back of your card or visiting the website on the back of your card. The balance you receive when inquiring over the telephone or online is an estimate only. In most cases, the balance is adjusted immediately when you make a purchase, but there may be occasions when the balance adjustment is delayed.

4. Expiration/Deactivation; Fees. The Card is valid through the expiration date shown on the front of the Card or until the balance on the Card reaches zero, except where prohibited or modified by applicable law. The Card is no longer usable after the last day of the month of the “valid thru” date shown on the front of the Card. When the Card expires it will be closed and you will have no ownership rights to any unused balance. We may revoke the Card at any time without cause or notice. You must surrender a revoked Card and may not use it to make purchases. You may not sell or transfer your Card and we are not liable for the revocation of funds on Cards that have been sold or transferred by or to you.

5. Redemption/Using the Card. We encourage you to use your Card immediately. You must activate the Card prior to the “valid thru” date shown on the front of the Card, by calling the phone number or visiting the website printed on the back of the Card. After activation, the Card may be used to purchase goods or services at any merchant that accepts Visa or Mastercard debit cards. You may not use your Card for any illegal transaction. We may decline authorization for any illegal transaction or Internet gambling transaction. Pay the cashier inside for gasoline purchases. Your card cannot be used to pay at the pump. Your Card cannot be used for any cash advances or cash back at the point of sale, money orders, travelers checks or gambling transactions. Additional value cannot be added to this Card. All transactions will be declined once the Card balance reaches zero. Keep a record of your Card number in case of loss or theft. Cards have no cash value and may not be redeemed for cash or otherwise monetized except as required by law.

6. International Use and Fees. You may use your Card with merchants or in locations outside the U.S. Transactions made in a foreign currency will be converted into U.S. dollars under the rules of Visa USA or Mastercard, as applicable. Visa or Mastercard rules, as applicable, provide that the amount of your transaction in dollars will be the amount of the foreign currency times: (a) a rate selected by Visa or Mastercard, as applicable, from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa or Mastercard, as applicable, itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. We will charge a fee of 3% of the transaction amount for transactions with merchants located outside of the U.S., even if currency is not converted. Some transactions, even if you and/or the merchant are located in the U.S., are considered foreign transactions under the Visa or Mastercard rules, as applicable, in which case we will charge the foreign fee described above for those transactions. We do not control how these merchants and transactions are classified for this purpose.

7. Internet, Mail and Phone Order Purchases. Internet, mail and phone order purchases may require that we have the name and address of the Card owner on file. If you wish to make Internet or mail order purchases, you will need to go to the website on the back of your card and enter your name and address prior to performing an internet, mail or phone order transaction.

8. Not Reloadable. Cards may not be reloaded with value.

9. No Resale. Cards may not be resold without express written authorization from Issuer. Card is not valid and will not be honored, and Issuer will not be liable, if obtained from unauthorized distributors or resellers, including through Internet auction sites.

10. Lost, Damaged Or Stolen Card. If your Card is lost or stolen, please contact Cardholder Services immediately at 866-212-0733, 24 hours a day, 7 days a week. You will be required to provide your name, the Card number, and the relevant transaction history. You must call us within 60 days of the date of the transaction you believe to be unauthorized. If you don’t report within this timeframe, you may be liable for all transactions that occur on your Card. You may also be liable for transactions that occur on your Card after you report your Card lost or stolen unless (1) you sign the signature panel on the back of the Card in permanent ink, (2) properly secure any digital or other access information that can be used to access or conduct transactions with the Card, (3) you promptly report all facts relating to a loss or theft of your Card, and (4) if we ask for your cooperation in our investigation of your lost or stolen Card, you fully cooperate with our request. If you comply with these procedures and we determine there is a balance remaining on your lost or stolen Card, and your Card has not expired, you may request a replacement Card. We will charge a fee of \$7.00 to replace a lost or stolen Card, which will be deducted from the balance of your Card. A reissued Card may take up to 20 days to process.

11. RESOLUTION OF DISPUTES BY ARBITRATION
PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY COVERED CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

The following provision applies to any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand (each a “claim” as further defined under the heading “claims covered by arbitration”), including all questions of law or fact related thereto.

a. Agreement to arbitrate. Either you or we may elect in writing, and without the consent of the other, to arbitrate all claims covered by this provision.

b. Claims covered by arbitration. Claims subject to our agreement to arbitrate shall include all of the following: (i) claims related to or arising out of this agreement, or any prior or later versions of this agreement as well as any changes to the terms of this agreement; (ii) claims related to or arising out of any aspect of any relationship between us that is governed by this account agreement, whether based in contract, tort, statute, regulation, or any other legal theory; and (iii) claims that relate to the construction, scope, applicability, or enforceability of this arbitration provision. Claims include claims that arose before we entered into this agreement (such as claims related to advertising) and after termination of this agreement.

c. Claims not covered by arbitration. Claims subject to our agreement to arbitrate shall not include any claim you file in a small claims court, so long as the claim remains in such court and advances only an individual claim for relief.

d. Commencing an arbitration. The party initiating arbitration must choose one of the following arbitration forums to administer the arbitration:

- The American Arbitration Association (“AAA”) under AAA’s consumer arbitration rules, except as modified by this account agreement. AAA’s rules may be obtained from www.adr.org or 1-800-778-7879 (toll-free).
- JAMS/Endispute (“JAMS”) under JAMS’ comprehensive arbitration rules & procedures or streamlined arbitration rules & procedures, including JAMS’ consumer minimum standards, except as modified by this account agreement. JAMS’ class action procedures shall not apply. JAMS’ rules may be obtained from www.jamsadr.com or 1-800-352-5267 (toll free).

If the chosen arbitration forum is for any reason unable to serve, then the parties may agree to a comparable substitute organization. If the parties are unable to agree, then a court of competent jurisdiction shall appoint a substitute organization.

e. Arbitration procedure. The arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA’s or JAMS’ rules, as applicable. The arbitrator will decide the dispute in accordance with the terms of our agreement and applicable substantive law, including the federal arbitration act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information. Any arbitration hearing shall take place in the federal judicial district that includes your home address, unless you and we agree in writing to a different location or the arbitrator so orders. If all claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA’s or JAMS’ rules.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator’s

award shall be final and binding, subject to judicial review only to the extent allowed under the federal arbitration act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

f. No class action or joinder of parties. You and we agree that no class action, private attorney general, or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction). If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void.

g. Arbitration costs. Unless the applicable arbitration rules at the time of filing a claim are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$2,500 in arbitration filing, administration, and arbitrator's fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

h. Applicable law. You and we agree that you and we are participating in transactions that involve interstate commerce and that this provision and any resulting arbitration are governed by the federal arbitration act. To the extent state law applies, the laws of the state governing your account relationship apply. No state statute pertaining to arbitration shall apply.

i. Severability. Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable by the arbitrator, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

12. Limitation of Liability. ISSUER AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO CARDS INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT A CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH CARD. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

13. Governing Law. The laws of the State of Ohio, without regard to principles of conflict of laws, shall govern this Agreement and use of your Card.

14. Severability. If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

15. Changes to Agreement. Issuer reserves the right to change this Agreement from time to time in its discretion without special notice to you. Notice of changes will be by reasonable means, which may be by the posting of the revised version of this Agreement at the website printed on the back of your card ("Updated Terms"). Your use of a Card after Issuer has posted the Updated Terms constitutes your agreement to the Updated Terms. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms and will apply to your use of a Card from that point forward. The date of the last update to this Agreement is always indicated near the top of the page and any change in the date of this Agreement shall constitute notice to you that the Agreement has changed.

16. Fraud. Issuer reserves the right to suspend or deactivate a Card where Issuer suspects that the Card was obtained fraudulently, in violation of this Agreement, or in violation of applicable laws or other applicable Issuer terms and conditions.