

## gohenry US Cardholder Terms and Conditions V5.0

### IMPORTANT - PLEASE READ CAREFULLY

**Date of last revision: June 2020**

This Cardholder Agreement (“**Agreement**”) outlines the terms and conditions under which the gohenry Prepaid MasterCard has been issued to you by Community Federal Savings Bank (“**Community Federal Savings Bank**” or “**Issuer**”). The Issuer is an FDIC-insured member institution. “**Card**” means the gohenry Prepaid MasterCard issued to you by Community Federal Savings Bank. By activating 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, including Sub-Account Cardholders unless specified otherwise. “**We**,” “**us**” and “**our**” mean the Issuer, our successors, affiliates, or assignees.

“**gohenry**” means gohenry Inc, Service provider of gohenry Limited . “**Services or gohenry Services**” means the prepaid account services operated by gohenry that, among other features, provide the Primary Accountholder (or the designee of the Primary Accountholder where applicable) with the ability to control and monitor the Primary Account and Sub-Account(s), including specifically the ability to set spending parameters and approve purchases for any Sub-Account(s). “**Primary Account**” means the Primary Accountholder’s Card Account (i.e. your parent account). “**Primary Accountholder**” means the individual that opens and is responsible for the Primary Account and Sub-Account(s); the Primary Accountholder may assign certain responsibilities and obligations to a designee, where specifically provided in this Agreement. A “**Sub-Account**” means a Card Account that is a sub-account of the Primary Account (i.e. your child’s card account), established by the Primary Accountholder and utilized for the purpose of identifying, monitoring and approving Card transactions by a Sub-Account Cardholder. In no event may a designee of the Primary Accountholder establish a Sub-Account, or close an existing Sub-Account. “**Sub-Account Cardholder**” is any individual authorized to use a Sub-Account by the Primary Accountholder or a designee of the Primary Accountholder.

gohenry does not hold funds; any funds that you may add to your Card Account are solely held by Community Federal Savings Bank. The maximum amount that may be held in a Primary Account is \$6,000.

You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. The cardholder agrees 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 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 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.

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 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.**

**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, 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.

**FDIC Insurance.** The funds underlying your Card Account are FDIC-insured up to the applicable limits, provided we have been able to fully verify your identity.

### 1. Activating Your Card

You must activate your Card before it can be used. You can activate your Card via the gohenry website or mobile apps. You will need to provide personal information in order to verify your identity in order to do this.

### 2. Personal Identification Number (PIN)

Upon activation of a Card, you will be prompted to create a Personal Identification Number (“**PIN**”) for your corresponding Card Account. You can change your PIN for your Card Account at an ATM. 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.”

### 3. Authorized Card Users

The Primary Account holder is responsible for all authorized transactions initiated and fees incurred by use of your Card(s), including all transactions permitted or approved on any Sub-Account(s). If you permit another person to have access to your Cards or Card numbers, 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.

### 4. Additional Card Accounts

The Primary Account holder or a designee of the Primary Account holder may request Sub-Accounts in connection with the gohenry Services. The maximum number of Sub-Accounts permitted is four (4). You must notify us to revoke permission for any person you previously authorized to use a Card. If you notify us to revoke another person’s use of a Card, we may revoke that Card and issue a new Card with a different number. You remain liable for any and all usage of an additional Card you authorize.

### 5. Your Representations and Warranties

By activating the Card or by retaining, using or authorizing the use of the Card, you, the Primary Account holder, 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 alien residing in a state 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.

### 6. Fee Schedule and Limitations

This section outlines our fee schedule and account limits.

You agree to pay us the fees set forth in the Fee Schedule below. Except as otherwise detailed below or where prohibited by law, fee amounts will be deducted from the balance on the Account detailed below or, where there are insufficient funds available, withdrawn from your Funding Account.

**These are the fees that relate to your membership, ATM withdrawals, card purchases and card replacements:**

| Fee Item                | Account Charged                          | Fee                                 |
|-------------------------|--|-------------------------------------|
| Monthly Membership Fee* | Primary Account<br>(Your Parent Account) | \$3.99 per month per<br>Sub-Account |
| Load via Debit Card     | N/A                                      | No Fee                              |
| ATM withdrawal**        | Sub-Account<br>(Your child’s card)       | \$1.50                              |

|  |  |                 |
|--|--|-----------------|
| International ATM withdrawal**                                       | Sub-Account<br>(Your child's card)   | \$1.50          |
| International Card transactions***                                   | N/A  | No Fee          |
| Card Purchase - Standard   | N/A  | No Fee          |
| Card Purchase - Customized ****                                      | Charged to the Primary Account or<br>Sub-Account requesting it (Parents and<br>children can purchase custom cards) | \$4.99 per card |
| Card Replacement (lost, stolen,<br>damaged) - different design ***** | (Same Primary Account)<br>(Your Parent Account)  | \$4.99 per card |
| Card Replacement (lost, stolen,<br>damaged) - same design *****      | N/A  | No Fee          |

**These are the limitations that relate to loading your Primary Account (Your Parent Account), ATM withdrawals and spending on your gohenry Card:**

| <b>Limitations</b>   | <b>Value</b> |
|--|--------------|
| Maximum Balance for a Primary Account including Sub-Accounts | \$6,000      |
| Minimum Load Per Transaction                                 | \$2.00       |
| Maximum Load Per Transaction                                 | \$500        |
| Maximum Number of Loads Per Day                              | 3            |
| Maximum Number of Loads per Year                             | 900          |
| Maximum Load per Day per Primary Account                     | \$500        |
| Number of purchases allowed per day                          | 10           |
| Value of purchases allowed per day                           | \$2,500      |
| Number of ATM withdrawals allowed per day                    | 3            |
| Value of ATM withdrawals allowed per day                     | \$120        |
| Number of purchases allowed over 4 days                      | 20           |
| Value of purchases allowed over 4 days                       | \$5,000      |
| Number of ATM withdrawals allowed over 4 days                | 4            |
| Value of ATM withdrawals s allowed over 4 days               | \$480        |

\* The Monthly Membership Fee will be deducted from the balance on the Primary Account. If there are insufficient funds in the Primary Account, the monthly membership fee will be withdrawn from your Funding Account, pursuant to the authorization provided by the Primary Account holder to gohenry in this Agreement.

\*\* The owners of ATMs or other networks may impose an additional charge to use their terminals and you may be charged a fee for a balance inquiry even though gohenry does not support this functionality or if you do not complete a fund transfer. Such other fees and charges also will be deducted from the relevant Sub-Account.

\*\*\* Please note: International Card transactions will be subject to the currency conversion rates of the card network operator (MasterCard), as such may be in effect and applied by MasterCard at the time of the Card transaction. The currency conversion rate established by MasterCard is in addition to the International Card Transaction Fee described above.

\*\*\*\* Subject to promotional and marketing offers

\*\*\*\*\* This relates to card replacements for lost, stolen, or damaged cards. In this circumstance, if you'd like us to replace your existing card with the same custom card design as you currently have we will not charge you. If you'd like to pick a different custom card design there will be a charge of \$4.99.

Your wireless carrier may charge fees for your data usage in connection with your use of gohenry Services. The gohenry Services' fees are unrelated to any such fees that may be charged to you by a third party, arising from your use of gohenry Services.

## 7. Loading Your Primary Account

Funds may be added to your Primary Account, called "**value loading**" at any time, subject to the restrictions below. The initial value load, as well as each value reload, is referred to in this Agreement as a "**load**." You may load your Primary Account via a debit card transaction from your Funding Account. A "**Funding Account**" is the Primary Accountholder's account at a third-party financial institution that is used to add funds to the Primary Account.

The Primary Accountholder or a designee of the Primary Account holder may load funds to the Primary Account by authorizing gohenry to initiate a debit card transaction from the Funding Account for a specified amount on either a one-time or recurring basis. **Such authorization shall be provided by the Primary Account holder or a designee of the Primary Account holder to gohenry via the gohenry website or mobile apps.**

**Loading by Debit Card.** The Primary Accountholder or a designee of the Primary Account holder may load the Primary Account by debit card. The minimum load amount is \$2.00 and the maximum load amount per transaction is \$500. Full details of other limits that apply may be found on the Fee Schedule and Limitations table.

## 8. Using Your Card/Features

Your Card may be used for retail purchases, telephone or Internet purchases and ATM withdrawals. There are limitations on these transactions as well as limitations on the loading and card balance. This information may be found on the Fee Schedule and Limitations table.

You may use your Card to purchase or lease goods or services everywhere MasterCard is accepted as long as you do not exceed the value available on your Card Account. However, for the privacy and security of our customers, gohenry Cards will not be accepted for the following transactions:

- Wires or money orders
- Security brokers or deals
- Dating/escort services
- Massage parlors
- Lotteries
- Online casinos or online gambling
- Horse racing and dog racing
- Non-sport internet gaming

**Split payments** - 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 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 using your Card, your Card is likely to be declined.

**Automated fuel dispensers** - if you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may preauthorize the transaction amount up to \$100 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier.

**Hotels, restaurants, car rental, etc.** - if you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. 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. It may take up to 30 days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

**Card not present transactions** - if you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself.

For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card(s) for gambling, including online gambling, or any illegal transaction.

Each time you use your Card, you authorize us to reduce the value available in 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 balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees. If your Card Account has a negative balance, gohenry reserves the right to suspend gohenry Services until the Primary Accountholder satisfies the negative balance. **Furthermore, in the event that the balance of your Primary Account is insufficient to cover the amount owed, whether such amount is owed to the Issuer or gohenry, the Primary Account holder authorizes gohenry to debit the Funding Account for the amount owed.** The Primary Accountholder may revoke such authorization at any time by terminating enrolment in the gohenry Services. gohenry will send the Primary Accountholder an electronic notification, which will state the amount to be debited.

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 for up to ten (10) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to forty-five (45) days. Upon the expiration of any hold period, any funds held and not charged for that transaction will be made available.

## **9. Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. Neither the Issuer nor gohenry is 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.

## **10. Card Replacement**

If you need to replace your Card for any reason, please contact us at 877-372-6466 to request a replacement Card. You will be required to provide personal information which may include your full name, transaction history, copies of accepted identification, etc. There may be a fee for replacing your Card (please see the fee schedule for details).

## **11. Receipts**

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts. Some merchants may not provide a receipt for small dollar purchases.

## **12. Card Account Balance/Periodic Statements**

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It is important to know your available balance before making any transaction. You may check the amount of money you have remaining in your Card Account at any time via the gohenry website or mobile apps, or by contacting our Member Services team at 877-372-6466 between 9am and 5pm EST, 7 days a week. This information, along with a 6 week history of Card Account transactions, is also available within the gohenry website and mobile apps. You also have a right to obtain a one hundred eighty (180) day written history of Card Account transactions by contacting our Member Services Team. Full details of the ways to contact our Member Services Team may be found below. You will not automatically receive paper statements.

### **13. Confidentiality**

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

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

Detail on the information we collect and how we use it can be found in our Privacy Policy <[link to privacy policy](#)>

### **14. 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:

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

### **15. Your Liability for Unauthorized Transfers**

Contact us at once if you believe your Card has been lost or stolen. You should also immediately log into your gohenry account either via our website or the mobile app and block the Card. This is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at 877-372-6466. Under the MasterCard rules, your liability for unauthorized card transactions on your Card Account is \$0.00 if you notify us within two (2) business days and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. This reduced liability does not apply if a PIN is used as the method of verification for a disputed transaction or you have reported two (2) or more incidents of unauthorized use in the immediately preceding twelve (12) month period. If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove

that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labelled "Information About Your Right to Dispute Errors." If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the transaction history was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to prevent further losses.

## **16. Other Miscellaneous Terms**

Your Card and your obligations under this Agreement may not be assigned, except as permitted by this Agreement. 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 New York except to the extent governed by federal law.

## **17. 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. If (i) after an initial load your Card Account balance is \$0.00 and your Card has been inactive for three (3) or more months; or (ii) we learn that a settlement will not be loaded to the Card and no other loads have been made, your Card Account may be closed. You may cancel this Agreement by returning the Card to us. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

We may close this Card or temporarily or permanently limit specific activities the Card can perform at any time upon suspecting or observing potentially fraudulent activity or activity otherwise prohibited by this Agreement. In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you. The unused balance will be returned to the debit card used to load the account. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

## **18. Information About Your Right to Dispute Errors**

In case of errors or questions about your Card Account, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, contact our Member Services Team via the contact routes shown below. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically accessed your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling or writing us at the contact information listed below. You will need to tell us:

- Your name and Card Account number;
- Why you believe there is an error, and the dollar amount involved; and
- Approximately when the error took place.

If you provide this information orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days of hearing from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card

Account within ten (10) business days for the amount you think is in error (or twenty (20) business days, if the notice of error involves an electronic fund transfer to or from a Card Account within 30 days after the first deposit to the Primary Account was made), so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and you do not provide it within ten (10) business days, we may not credit your Card.

For errors involving point-of-sale debit card transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. Copies of the documents used in the investigation may be obtained by contacting our Member Services Team. If you need more information about our error-resolution procedures, contact us via the information shown below under the heading "Customer Service".

### **19. 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.

### **20. Communications**

By providing us with your mobile phone number or contacting us from your mobile number, you consent for us or any third party acting on our behalf to contact you at this number. You then also consent that we may use this phone number to contact you for any business purpose about your Card Account and you agree to be responsible for any fees or charges you incur as a result of providing this information. Your phone number will be collected and processed in accordance with our Privacy Policy, which can be found on our website. If you no longer wish for us to collect and use your mobile phone number, please let our Customer Service know via email on [help@gohenrycard.com](mailto:help@gohenrycard.com) or by calling us on our toll free number at 877-372-6466. However, please note that as your mobile phone number is mandatory for security purposes, the request of its deletion will result in the immediate closing of your account and cessation of all gohenry services.

We may offer options that allow you to receive or access text messages or other electronic communications from your mobile phone. By enrolling for these types of communications, you understand and agree to be responsible for any fees or charges you incur as a result of this enrollment. You may amend your contact preferences at any time by contacting our Customer Service via LiveChat, accessible from the gohenry website and our mobile apps, or via email on [help@gohenrycard.com](mailto:help@gohenrycard.com) or by calling us on our toll free number at 877-372-6466.

You agree that we may contact you from time to time regarding your Card Account in any manner we choose unless the law says we cannot. For example, we may contact you by mail, telephone, email, fax, recorded message, text message, or by using an automated dialer device. We may contact you at home, at your place of employment, on your mobile telephone at any time including weekends and holidays, at any frequency and leave pre-recorded messages or messages with others. When we attempt to contact you, we may identify ourselves, our relationship and our purpose for contacting you even if others might hear or read it. Our contacts with you about your Card Account are not unsolicited. We may monitor or record any conversation or other communication with you. Your contact details will be collected and processed in accordance with our Privacy Policy, which can be found on our website. You may amend your contact details and contact preferences at any time by contacting our Customer Service via LiveChat, accessible from the gohenry website and our mobile apps, or via email on [help@gohenrycard.com](mailto:help@gohenrycard.com) or by calling us on our toll free number at 877-372-6466.

### **21. Customer Service**

For customer service or additional information regarding your Card, please contact our Member Services Team in one of the following ways:

LiveChat – accessible from the gohenry website and our mobile apps.



Email - via [help@gohenrycard.com](mailto:help@gohenrycard.com)

Call us – toll-free at 877-372-6466

Or write to us at:

**gohenry**  
Member Services  
WeWork Building  
54 W. 40th St.  
New York  
NY 10018  
USA

gohenry Member Service agents are available Monday to Friday 9:00am to 5:00pm EST, 7 days a week.

## **22. 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.

## **23. 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 your Card.

## **24. Waiver**

We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Arbitration below, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Card Account.

## **25. Arbitration**

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

**READ THIS ARBITRATION PROVISION. UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION PROVISION BY OPTING OUT IN ACCORDANCE WITH PARAGRAPH a, CAPTIONED "OPT-OUT PROCESS," THE ARBITRATION PROVISION WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, IN THE EVENT OF A DISPUTE.**

1. *General:* This Arbitration Provision describes when and how a Claim (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. As solely used in this Arbitration Provision, the terms "**we**," "**us**" and "**our**" mean not just the Issuer but also our parent companies, subsidiaries, affiliates, successors, assigns and any of these entities' employees, officers, directors and agents.
2. *Opt-Out Process:* If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written opt-out notice which contains your Card Account number, your name and address and a signed statement that you opt out of the Arbitration Provision of this Agreement. The opt-out notice must be sent to us by mail at: Cardholder Services, P.O. Box 71402, Salt Lake City, UT 84171. (You should retain a copy of your opt-out notice and evidence of mailing or delivery.) An opt-out notice is only effective if it is signed by you and if we receive it within thirty (30) days after the date you received this Agreement. Indicating your desire to opt out of this Arbitration Provision in any manner

other than as provided above is insufficient notice. Your decision to opt out of this Arbitration Provision will not have any other effect on this Agreement and will not affect any other arbitration agreement between you and us, which will remain in full force and effect. If you do not reject this Arbitration Provision, it will be effective as of the date you received this Agreement.

3. *What Claims Are Covered: "Claim"* means any claim, demand, dispute or controversy between you and us that in any way arises from or relates to your Card Account (whether past, present, or future). For purposes of this Agreement, the term Claim shall have the broadest possible meaning. Despite the foregoing, Claim does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court.
4. *Starting or Electing to Require Arbitration:* Either you or we may start an arbitration of any Claim or require any Claim to be arbitrated. Arbitration is started by initiating an arbitration or required by giving written notice to the other party requiring arbitration. This notice may be given before or after a lawsuit has been started over the Claim and may address any Claims brought in the lawsuit provided that a party may not pursue a Claim in a lawsuit and then seek to arbitrate that same Claim unless the other party has asserted another Claim in the lawsuit or an arbitration. The notice may be in the form of a motion or petition to compel arbitration. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration Administrator.
5. *Choosing the Administrator: "Administrator"* means the American Arbitration Association ("**AAA**"), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org); JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com), or any other company selected by mutual agreement of the parties. If AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party asserting the Claim (the "**Claimant**") may select the Administrator. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that purports to override the Class Action Waiver.
6. *Court and Jury Trials Prohibited; Other Limitations on Legal Rights:* IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR AND OUR ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
7. *Prohibition Against Certain Proceedings:* IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT, OR CLASS MEMBER; (2) NEITHER YOU NOR WE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION.
8. *Location and Costs of Arbitration:* Any arbitration hearing that you attend in person must take place at a location reasonably convenient to you, as determined by the arbitrator. Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. If either you or we require a Claim to be arbitrated, you may tell us in writing that you cannot afford to pay the fees charged by the Administrator and/or the arbitrator or that you believe those fees are too high. If your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the Administrator and/or arbitrator. Also, we will pay these fees if applicable law requires us to, if you prevail in the arbitration, or if we must bear such fees in order for this Arbitration Provision to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or arbitrator. We will bear the expense of our attorneys, experts, and witnesses. You will bear the expense of your attorneys, experts, and witnesses if we prevail in an arbitration. However, if you are the Claimant, we will pay your reasonable attorney, expert, and witness fees and costs if you prevail or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. Also, we will bear any fees and costs if applicable law requires us to do so.
9. *Governing Law:* This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "**FAA**"), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would

apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

10. *Rules of Interpretation:* This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision also is binding upon and benefits us. This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement any legal proceeding and any bankruptcy, to the extent consistent with applicable bankruptcy law. This Arbitration Provision survives any termination, amendment, expiration, or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of this Agreement, on the other hand, this Arbitration Provision shall govern.
11. *Severability:* If any portion of this Arbitration Provision is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Arbitration Provision, this Agreement, or any other agreement entered into by you with us. However, notwithstanding any language in this Arbitration Provision or this Agreement to the contrary, the Class Action Waiver is not severable from the remainder of this Arbitration Provision and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Arbitration Provision.

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