

Economic Impact Payment Card Cardholder Agreement

Updated June 1, 2023

Customer Service Contact Information:

Address:

Money Network Financial, LLC
2900 Westside Parkway
Alpharetta, GA 30004

Website: EIPCard.com

Phone Number: 800-240-8100

Hearing Impaired: 800-241-9100

(For calls from outside of the U.S., please call the number noted on the back of your card. Calls from outside the U.S. may incur telecommunication charges.)

IMPORTANT NOTICES:

- (1) THIS CARD IS NOT INTENDED FOR GIFTING PURPOSES.
- (2) YOUR CARD WILL BE FUNDED UPON ACTIVATION OF THE CARD. YOUR FUNDS DO NOT EXPIRE. YOUR CARD HAS A VALID THRU DATE EMBOSSED ON THE FRONT OF THE CARD. ONCE THE VALID THRU DATE HAS PASSED, YOU MUST CALL CUSTOMER SERVICE TO REQUEST THE FUNDS IN THE FORM OF A CHECK.
- (3) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (SEE "ARBITRATION CLAUSE" SECTION 16) REQUIRING ALL CLAIMS TO BE RESOLVED BY BINDING ARBITRATION.
- (4) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON YOUR CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE YOUR CARD BALANCE.
- (5) BY ACTIVATING OR USING THIS CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACTIVATE OR TRY TO USE THE CARD; YOU SHOULD CANCEL THE CARD BY CALLING CUSTOMER SERVICE AND REQUESTING YOUR FUNDS IN THE FORM OF A PAPER CHECK.

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which the U.S. Debit Card Visa® Prepaid Card has been issued to you. In this Agreement, "Card" means the US Debit Card Visa Economic Impact Payment Card issued to you by Pathward®, N.A., National Association. "You" and "your" means 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 Pathward, N.A., our successors, affiliates, or assignees. "Government Agency" means the United States Department of the Treasury or other government agency that requested this card on your behalf. The Card will remain the property of Pathward, N.A. 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. Please read this Agreement carefully and keep it for future reference.

1. FEATURES; FEES AND LIMITS

No Cost Services and Transactions

- Purchases | Signature-debit (select "Credit" and/or sign) at Point-of-Sale| Domestic and International^{1,5}
- Purchases | PIN Point-of-Sale Transactions – with or without Cash Back (for purchases, declines and returns) | Domestic and International^{1,5}
- Domestic ATM Withdrawals | Using In-Network ATMs Nationwide that carry the AllPoint® or MoneyPass® brand ^{1,2,5}
- ATM Balance Inquiry | In-Network and Out-of-Network | Domestic and International ^{1,5}
- Bank/Teller Over-the-Counter Withdrawal | Domestic
- Money Network® Checks³
- Balance Inquiry (via Money Network Mobile App,⁴ online, or by phone)¹
- Balance Updates | Push Notifications, Text Messages,⁴ or Email
- Transfer Funds to a Personal Bank Account (ACH transfer)¹
- Negative Card Account Balance (no insufficient funds fees or overdraft fees)¹
- Customer Service
- ATM Declined Transaction¹
- Monthly Paper Statement by Mail
- International Transaction – Currency Conversion Fee
- International Transaction – Cross Border Fee
- Lost or Stolen Card Reissuance

Fee-based Services and Transactions:

A fee will be deducted from your Card account balance for certain services and transactions including

- ATM Withdrawals | Out-of-Network | Domestic^{1,5} \$2.00 (we waive this fee for your first ATM Withdrawal)
- ATM Withdrawals | International^{1,5} \$3.00
- Bank/Teller Over-the-Counter Withdrawal | International \$5.00 (we waive this fee for your first Withdrawal)

Transaction Limit Schedule⁶

- ATM Withdrawal Limit \$1,000 per transaction and per day (ATM operator limits may be less)
- Point-of-Sale (POS) Transactions \$2,500 per transaction and per day
- Bank/Teller Over-the-Counter Withdrawal \$6,000 per transaction and per day (bank limit may be less)
- ACH Transfer to Domestic Bank \$6,000 per transaction and per month
- Money Network Check Limit \$9,999.99 per check and per day³

1. The above fees do not include any fee that may be separately charged by an owner or operator of an ATM, POS terminal and/or any network used in connection with the transaction, including any surcharge imposed by an Out-of-Network ATM, Retail Load Partner, or Check Deposit partner (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The amount of any additional fee is established by the third party and disclosed at the ATM, POS, or via the Money Network Mobile App. Your consent to the charge must be obtained before the transaction is completed. To find participating In-Network ATMs, use the Money Network Mobile App (available on the App Store[®] or on Google Play[™]), visit EIPCard.com or call Customer Service. The Money Network Mobile App and app stores (data rates apply) are not Pathward, N.A. products or services.
2. Approved Withdrawals at In-Network ATMs that carry the Allpoint or MoneyPass brand are at no charge. See above for fees related to ATM Balance Inquiries.
3. There is no fee for cashing Money Network Checks at designated locations. Certain of those locations will cash Money Network Checks up to \$5,000.00 per check. Other check-cashing locations may impose higher or lower limits, but one individual Money Network Check at any check cashing location, and multiple Money Network Checks in one day, may not be made payable for more than \$9,999.99. To find participating locations, use the Money Network Mobile App (available on the App Store or on Google Play), visit EIPCard.com or call Customer Service. The Money Network Mobile App, and app stores (data rates apply) are not Pathward, N.A. products or services. For more information about Money Network Checks, see Section 4 below.
4. Your wireless carrier's standard messaging and data rates may apply.
5. Domestic Transactions are those originating within the 50 United States and the District of Columbia. International Transactions are those originating outside of the 50 United States and the District of Columbia.
6. For security and regulatory reasons, we may further limit the number, type or dollar amount of transactions you may make using your Card account or suspend the use of your Card account and/ or Card. See EIPCard.com for latest transaction limits. Third party fees may apply.

We reserve the right to revise the Fee Schedule from time to time, and will notify you accordingly. You acknowledge that by maintaining a Card account and/or continuing to use the Services after such notification, you are thereby agreeing to any such revisions to the fees.

2. ABOUT YOUR CARD

You do not have the ability to add funds to the Card. You should treat your Card with the same care as you would treat cash. 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 credit card. You will not receive any interest on the funds in your Card account. The funds in your Card account will be insured by the Federal Deposit Insurance Corporation ("FDIC"), subject to applicable limitations and restrictions of such insurance. For more information on FDIC deposit insurance limits and related conditions, please refer to the "Additional Disclosures" section at the end of this Agreement. You may access your Card via the Money Network Mobile App or EIPCard.com. Your Card will be pre-registered with limited personal information provided by the Government Agency. You may update your Card registration via the Money Network Mobile App, or at EIPCard.com, or calling Customer Service. We encourage you to do so, so that we can send any replacement cards or checks to the correct address.

Pathward, N.A. will act as custodian of your funds upon our receipt of such funds from the Government Agency. Once you activate your Card, you are authorized to provide Pathward, N.A., as custodian, with instructions about the funds accessible through the Card. Activation of the Card authorizes us to hold your funds at Pathward, N.A. or as custodian to place your funds at one or more participating FDIC-insured banks (each a "Pathward Program Bank"). Visit our FAQs at EIPCard.com or call Customer Service to find the most up-to-date list of Pathward Program Banks. If you do not agree to your funds being held by us at Pathward, N.A. or placed by Pathward, N.A. as custodian at a specific Pathward Program Bank, please immediately transfer or spend all the funds on your Card (see below) or contact Customer Service above to cancel the Card and request your funds in the form of a paper check. For more information on FDIC deposit insurance limits and related conditions, please refer to the "Additional Disclosures" section at the end of this Agreement.

3. USING YOUR CARD

a. Accessing Funds and Limitations

You must activate your Card prior to use by calling the number indicated on the Card. The funds accessible to you are provided by the Government Agency not by the issuer of the card. That Government Agency is fully responsible for ensuring funds are available to be loaded to your Card. For Cards that carry more than one name, only the primary Cardholder may activate the Card.

You may use your Card to purchase goods or services wherever Visa Debit Cards are accepted. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction.

You may use your Card to obtain cash at an Automated Teller machine (ATM). There will be no cost to you for withdrawing cash from an in-network ATM in the United States. In-network ATMs display the Allpoint or MoneyPass brand. You can also obtain cash from certain out-of-network ATMs for the fee set out in the fee chart above. Please see above fee chart for limits.

You may use your Card to obtain cash for the fee set out in the fee chart above by presenting it over-the-counter in banks or other financial institutions that accept cards with the logos on your Card in exchange for cash.

Each time you use your Card, you represent and warrant to us that you are either the Cardholder or an authorized user of the Card. If you permit someone else to use your Card, we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use. If the Card has not been registered or you do not supply the address currently on file for the Card, you may not be able to complete a transaction for which this information has been requested. If you wish to make a transaction where this is the case, you will need to contact Customer Service to register your Card.

In no event may the Card be used to conduct illegal transactions. For security reasons, we may limit the amount or number of transactions you can make on the Card. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

b. International Transactions

If you make a purchase in a currency or country other than in U.S. dollars or in the United States ("International Transaction"), the amount deducted from your Card account will be converted by the network or card association that processes the transaction into an amount in U.S. dollars. 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 International Transactions in U.S. dollars as disclosed in the Long Form fee schedule below. If the International Transaction results in a credit due to return, we will not refund any fee that may have been charged on your original purchase.

c. Personal Identification Number ("PIN")

To set or change a PIN, please call Customer Service or refer to EIPCard.com for instructions. 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 there has been unauthorized access to your PIN, you should advise us immediately, following the procedures in the section labeled "Unauthorized Transactions."

d. Obtaining Card Balance Information

You should keep track of the amount of value loaded on Cards issued to you. You may obtain information about the amount of money you have remaining in your Card account by calling Customer Service. This information, along with a 12-month history of account transactions, is also available online at EIPCard.com. You also have the right to obtain at least 24 months of written history of account transactions by calling Customer Service, or by writing us at 2900 Westside Parkway, Alpharetta, GA 30004. You will not be charged a fee for this information unless you request it more than once per month.

e. Authorization Holds

You do not have the right to stop payment on any purchase transaction originated by use of your Card. 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. During this time, you will not have access to preauthorized amounts. Once the final payment amount is received, the preauthorization amount on hold will be removed. 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.

f. Preauthorized Transfers

Preauthorized recurring debits and/or transfers are not available on your Card.

g. 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 are posted to your Card account as soon as they are received, we have no control over when a merchant sends a credit for the refund transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

h. Receipts

You may wish to retain receipts as a record of transactions. Receipts will be required if you need to verify a transaction.

i. Split Transactions and Other Uses

If you do not have enough funds available in your Card account, you can 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 conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself.

YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON YOUR CARD. If you attempt to use the Card when there are insufficient funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction exceeds the balance of the funds available in your Card account, you shall remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. We also reserve the right to cancel this Card and close your Card account should you create one or more negative balances with your Card.

4. MONEY NETWORK CHECKS

In addition to using your Card, you may choose to access the funds in your Card account by completing a Money Network Check. To order Money Network Checks or for additional questions regarding Money Network Checks, please contact Customer Service. To use a Money Network Check, contact Customer Service and use the Interactive Voice Response Unit ("IVRU"), an automated phone system. The IVRU process requires you to enter the number on your Card in order to access your funds with a Money Network Check. Even if you choose not to use the Card, you will need to keep your Card number in order to use the Money Network Checks. The amount of the Money Network Check you authorize using the IVRU will be electronically debited against your Card account immediately. Please note that once you complete a Money Network Check with a transaction number, that Money Network Check is valid for the amount authorized and could be cashed or negotiated by anyone who has possession of the Money Network Check. You should carefully safeguard any Money Network Check for which you have received a transaction number. To learn how to cancel a Money Network Check after it has been authorized and receive credit to your Card account, please contact Customer Service. If an authorized Money Network Check is not cashed or deposited within 180 days after the date it is authorized, the Money Network Check will be canceled and the funds credited to your Card account.

5. REPLACEMENT CARD; CHECK

Your Card will be funded upon activation of your Card. After your Card has been funded, your funds do not expire. The "valid thru" date indicated on the front of your Card is not an expiration date of funds, but is intended primarily for fraud protection purposes and also permits your Card to be used with certain Internet or mail/telephone order merchants. After the "valid thru" date, your Card will no longer function. If you have not activated the Card by the "valid thru" date indicated on the front of the Card, you may contact the Government Agency to see if you are still eligible to receive funds through an alternative payment method. If you have activated your Card and funds remain on your Card at time of expiration you may call the Customer Service number listed on your Card and request a check. If your Card is lost or stolen prior to the expiration date, you may call Customer Service to request a replacement card. Upon contacting us for any lost/stolen card, your funds will be temporarily unavailable until you activate your replacement Card.

6. BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday excluding holidays.

7. LOST OR STOLEN CARDS; UNAUTHORIZED TRANSACTIONS

a. Contact Customer Service Immediately

If you believe your Card or PIN has been lost or stolen, contact Customer Service. You should also call or write to Customer Service if you believe a transfer has been made using the information from your Card or PIN without your permission.

b. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Card or PIN 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 or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us within those 2 business days, 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 for a reasonable period.

c. In case of errors or questions about your Electronic Transfers

In Case of Errors or Questions About Your Card Account, call Customer Service or write us at 2900 Westside Parkway, Alpharetta, GA 30004 as soon as you can. If you think an error has occurred in your Card account, we will allow you to report an error until 60 days after the earlier of the date you electronically access 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 Customer Service or writing us at 2900 Westside Parkway, Alpharetta, GA 30004 your name and Card account number;

- why you believe there is an error;
- the dollar amount involved; and
- 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 from the day we first heard from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Card account within 10 business days from the day we first heard from you 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 from the date of our request, we may not credit your Card account. For errors involving new Card accounts, 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 credit your Card account for the amount you think is in error. We will tell you the results within 3 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.

d. Your Liability for Unauthorized Visa Transactions

Under Visa's Zero Liability Policy, your liability for unauthorized transactions on your Card account is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. These provisions limiting your liability do not apply to debit transactions not processed by Visa or foreign ATM withdrawals.

8. CONFIDENTIALITY

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

1. Where it is necessary for completing transactions;
2. In order to verify the existence and condition of your Card 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; or
5. To our employees, auditors, affiliates, service providers, or attorneys as needed.

9. 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 our Agreement with you, 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;
9. Any other exception stated in our Agreement with you.

10. CHANGE OF ADDRESS

You are responsible for notifying us immediately upon any change to your 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.

11. OTHER TERMS

The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time (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 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 South Dakota except to the extent governed by federal law. Should your Card have a remaining balance after a certain period of time, we may be required to remit the remaining funds to the appropriate state agency.

12. AMENDMENT; CANCELLATION; TERMINATION

We may amend or change the terms of this Agreement at any time, subject to applicable law. You will be notified of any change in the manner required by applicable law prior. However, if the change is made for security purposes, we can implement such change without prior notice. You may close your Card account at any time by contacting Customer Service. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Our obligations to you under this Agreement terminate upon your use of the all the funds on the Card.

13. TELEPHONE MONITORING/RECORDING

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.

14. 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.

15. WAIVER OF RIGHT TO TRIAL BY JURY

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 SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE DISPUTE CLAUSE SET FORTH IN THE FOLLOWING SECTION, IF APPLICABLE, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

16. 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.

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 the Card. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card account 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	<p>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:</p> <ul style="list-style-type: none"> • The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, 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. <p>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.</p>
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	<p>For Disputes subject to this Arbitration Clause, you give up your right to:</p> <ol style="list-style-type: none"> 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. <p>We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.</p>
Can you or another consumer start a class arbitration?	No	<p>The Arbitrator is <u>not</u> 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.</p>
What law applies?	The Federal Arbitration Act ("FAA")	<p>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.</p>
Will anything I do make this Arbitration Clause ineffective?	No	<p>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.</p>

Process

Question	Short Answer	Further Detail
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	<p>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.</p>
How does an arbitration start?	Mailing a notice	<p>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 begin 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.</p>
Will any hearing be held nearby?	Yes	<p>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.</p>
What about appeals?	Very limited	<p>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.</p>

Arbitration Fees and Awards

Question	Short Answer	Further Detail
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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