

## INSIGHT VISA® PREPAID RELOADABLE CARD CARDHOLDER AGREEMENT

**List of all fees for Insight Visa® Prepaid Reloadable Card  
Issued by Republic Bank of Chicago, Member FDIC, pursuant to a license from Visa U.S.A. Inc.**

ALL FEES	AMOUNT	DETAILS
<b>Monthly usage</b>		
Monthly fee	\$9.95	The Monthly Fee is \$5.00 if you receive direct deposits every 35 days when you select the Monthly Plan. There is no Monthly Fee when you select the Pay-as-You-Go-Plan.
<b>Add money</b>		
Cash reload	\$5.95	Fee of up to \$5.95 may apply when reloading your card at Retail Locations, Green Dot® or Visa ReadyLink reload agents. This fee is charged by the reload agent and is subject to change.
Mobile check load	5%, \$5.00 minimum	Fee of up to 5% of the amount of a check loaded through third party applications may apply, subject to a \$5.00 minimum. Service is subject to third party terms and conditions. This fee is charged by a third party and is subject to change.
<b>Spend money</b>		
Per purchase without PIN	\$1.00	There is no Domestic non-PIN purchase fee if you select the Monthly Fee Plan.
Per purchase with PIN	\$2.00	The Domestic PIN purchase fee is \$1.00 if you select the Monthly Fee Plan.
Bill payment	None	The Insight Bill Pay service is available when you log in to your account at <a href="http://www.InsightVisa.com">www.InsightVisa.com</a> . There is no charge to complete a bill pay transaction.
Bill payment stop payment	\$25.00	Fee applies when you ask us to stop payment of an Insight bill pay by check.
Convenience check authorization	\$1.00	Fee applies each time you contact us to authorize a convenience check.
Convenience check order	\$5.00	Fee applies to each order of 12 blank convenience checks.
Convenience check stop payment	\$25.00	Fee applies each time you request a stop payment on an authorized convenience check.
Unauthorized convenience check	\$25.00	Fee applies for each payment with a convenience check that has not been authorized. The fee may appear on the Card Account statement/transaction history as " <i>convenience check stop payment</i> ".
Card to card transfer	\$1.00	Fee applies to each transfer you originate from your Card Account to another Insight Card Account. You will not be charged a fee if you receive a card to card transfer to your Card Account.
<b>Get cash</b>		
Cash withdrawal at participating retail locations	\$3.00	Fee of up to \$3.00 may apply when unloading your card at participating Retail Locations. Locations may be found at <a href="http://www.InsightCards.com">www.InsightCards.com</a> . This fee is charged by the Retail Location and is subject to change.
ATM withdrawal	\$2.50	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Over the counter cash withdrawal	3%, \$5.00 minimum	This is our fee. The fee assessed is the greater of \$5.00 or 3% of the cash withdrawal amount made through participating banks. You may also be charged a fee by the participating bank.
<b>Information</b>		
Customer service inquiry	\$1.00	Fee applies each time you call the customer service line and select the option to speak with a live agent. No fee for selecting the automated voice response option.
ATM balance inquiry	\$1.00	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
<b>Using your card outside the U.S.</b>		
International per purchase	3%, \$1.00 minimum	This is our fee. The fee assessed will be the greater of \$1.00 or 3% of the international purchase amount made with or without your PIN.
International ATM withdrawal	3% (\$1.00 minimum), plus \$2.50	This is our fee. The fee assessed will be the greater of \$1.00 or 3% of the international ATM withdrawal, plus \$2.50 for each withdrawal. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
International ATM balance inquiry	\$1.00	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.

International over the counter cash withdrawal	3%, \$5.00 minimum	This is our fee. The fee assessed will be the greater of \$5.00 or 3% of the cash withdrawal made through participating banks. You may also be charged a fee by the participating bank.
<b>Other</b>		
Declined card transaction	\$1.00	Fee applies each time a purchase or ATM transaction is declined, for any reason – domestic or international.
Returned ACH debit transaction	\$5.00	Fee applies each time an ACH debit to your Card Account is returned by us due to insufficient funds.
Replacement, secondary, or custom design card order (standard delivery)	\$9.95	Fee applies to each replacement, secondary or custom card requested and sent standard delivery. Your card will typically arrive in 7-10 business days.
Replacement, secondary, or custom design card order (expedited delivery)	\$30.00	Fee applies when you request expedited delivery and is in addition to the \$9.95 per card fee. Your card will typically arrive in 3-5 business days.
Inactivity	\$3.95	If you select the Pay-As-You-Go Plan, this fee will be applied after 90 days of no purchases, cash withdrawals, loads, payments and declined transactions. There is no Inactivity Fee when you select the Monthly Plan.

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

No overdraft/credit feature.

Contact Insight Card Services, LLC by calling 1-888-572-8472, by mail at Insight Card Services, LLC, P.O. Box 5100 Pasadena, CA 91117, or visit [www.insightvisa.com](http://www.insightvisa.com)

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid). If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).

## CARDHOLDER AGREEMENT

This Cardholder Agreement (this “Agreement”) and the above “List of All Fees” constitute our disclosure to you and an agreement between you and us under which you establish one or more Visa® Prepaid Reloadable cards (called a “Card”) at Republic Bank of Chicago pursuant to a license from Visa U.S.A., Inc. Your Card may not be loaded until your identity has been confirmed as discussed below. Card includes any Secondary Card issued pursuant to this Agreement.

Please read this Agreement carefully and keep it for future reference. By applying for, maintaining, and using this Card Account, you represent and warrant to us that: (i) you are citizen or permanent resident of the fifty (50) United States or the District of Columbia who can lawfully enter into and form contracts under applicable law in the state in which you reside; (ii) the personal information that you provide to us is true, correct and complete; and (iii) you have read this Agreement and agree to be bound by and comply with its terms.

### IMPORTANT NOTICES

- (1) THIS AGREEMENT CONTAINS AN **ARBITRATION PROVISION** REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION PROVISION ARE SET FORTH IN THE SECTION ENTITLED **RESOLUTION OF DISPUTES BY BINDING ARBITRATION**.
- (2) WE MAY CLOSE YOUR CARD ACCOUNT AT ANY TIME, WITH OR WITHOUT CAUSE AS DESCRIBED IN THE SECTION ENTITLED **AMENDMENT; CARD ACCOUNT CLOSURE AND TERMINATION**.
- (3) PLEASE SIGN YOUR CARD IMMEDIATELY UPON RECEIPT. YOUR CARD IS NOT A CREDIT CARD AND IT IS NOT A GIFT CARD. THIS CARD IS NOT FOR RESALE AND IS NONTRANSFERABLE.
- (4) FOR ELECTRONIC DELIVERY YOU MUST CONSENT TO ELECTRONIC DELIVERY ON THE ONLINE BANKING WEBSITE OR MOBILE APP TO ACCESS YOUR CARD ACCOUNT.
- (5) **CARD SERVICES ARE NOT AVAILABLE AT REPUBLIC BANK OF CHICAGO RETAIL LOCATIONS.**

### USA PATRIOT ACT NOTICE

The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. In order to open a Card Account, you will be asked to provide your name, a valid physical U.S. street address, a telephone number, a date of birth, and other information that identifies each person who opens a Card account. You may also be asked to provide other personal and financial information that will allow us to identify you, including a driver's license or other identifying documents. If we are not able to verify your identity to our satisfaction, we will not issue a Card or we may close the Card Account, if it was previously funded and return your funds, less any fees accrued up to the date of closure, to you via ACH, EFT, or other method, at our sole discretion. We reserve the right to not open a Card Account for anyone or limit the number of Card Accounts that you have in our sole discretion. Your Card Account is subject to fraud prevention restrictions at any time, with or without notice.

### CONSENT TO ELECTRONIC DELIVERY

The following notice contains important information that you are entitled to receive before you consent to transact business with us electronically. By consenting to electronic delivery, you agree that we may provide electronically all disclosures, notices, terms and conditions, other documents, including periodic statements, our responses to any claimed errors on the periodic statements, our privacy policy and all future changes to any of these materials (“Electronic Disclosures”). To transact business with us electronically, you must consent on the form provided online or through the Mobile App. Please read the electronic notice carefully and print or download a copy for your files.

**Withdrawing Consent to Electronic Delivery.** If you wish to withdraw your consent, you may do so by sending your request in writing to **Attn: Customer Service, P.O. Box 5100 Pasadena, CA 91117** or by calling us at **1-888-572-8472**. If you decide to withdraw your consent, the legal effectiveness, validity and/or enforceability of prior consent to electronic delivery will not be affected. Any withdrawal of your consent to electronic delivery will be effective only after we have a reasonable period of time to process your withdrawal.

**Hardware and Software Requirements.** You must have access to the following equipment and software to view and retain Electronic Disclosures:

- an Internet browser that supports 128-bit encryption, such as Internet Explorer version 8.0 or above, Firefox 4.0 and above, Safari 5.0 and above and Google Chrome;
- an email account and email reader software capable of handling HTML email;
- a personal computer or mobile phone, operating system and telecommunications connections to the Internet capable of supporting the foregoing;
- sufficient electronic storage capacity on your computer's hard drive or other data storage unit; and
- a printer capable of printing both text screens and material directly from your browser and email software.

**Paper Copies of Disclosures.** You may receive a paper copy of any Electronic Disclosures by sending a request to us at **Attn: Customer Service, P.O. Box 5100 Pasadena, CA 91117** or by calling us at **1-888-572-8472**. Your request should specify the document that you would like us to send and provide your name, address and Card number.

**Procedures to Update Your Records.** It is your responsibility to provide us with a true, accurate and complete email address, home address, telephone numbers, and other information related to the Card Account and to maintain and update promptly any changes in this information. You can update such information by sending a request to us at **Attn: Customer Service, P.O. Box 5100 Pasadena, CA 91117** or by calling us at **1-888-572-8472**.

**Insight Visa Prepaid Reloadable Card Announcement and Email List Opt-In Notice:** By accepting this Agreement, you are opting in to our Announcement & Notification email list. We do not sell this list nor misuse your permission allowing us to contact you. We respect your privacy, and you may opt-out of email communication by clicking the link at the bottom of any email you receive. If you opt-out and wish to be added to our list at a later time, please contact Insight Cards at support@InsightCards.com.

#### **SECTION I: CONTACT INFORMATION**

We encourage you to contact us if you have any comments or concerns about your Card. Please write to us at:

**Republic Bank of Chicago Insight Card Product Manager  
2221 Camden Ct.  
Oak Brook, IL 60523-9848**

Or, you may contact our Program Manager, Insight at:

**Insight Card Services, LLC  
Customer Service P.O. Box 5100  
Pasadena, CA 91117**

#### **SECTION II: DEFINITIONS**

In this Agreement: **"you"** and **"your"** means the person who has received the Card Account and is authorized to use it as provided for in this Agreement, and **"we"**, **"us"** and **"our"** means Republic Bank of Chicago, and its successors and assigns. **"Visa"** means Visa U.S.A., Inc. and its successors and assigns. **"Insight"** refers to the product brand name under Green Dot Corp., the Program Manager for our prepaid debit card program under this Agreement and its successors and assigns, employees, agents and service providers, all of whom, collectively, perform certain services related to your Card Account.

In addition:

**"Access Device"** means your Card, PIN, Login Credentials, mobile device, computer, and any other code or device made available to you to access your Card Account, including through Online Banking and the Mobile App.

**"ACH"** means the Automated Clearing House network, a funds transfer system governed by the rules of NACHA - the Electronic Payments Association, that provides funds transfer services to participating financial institutions.

**"Annual Percentage Yield"** or **"APY"** is the total amount of interest paid on a Savings Account, based on the interest rate and the frequency of compounding for a 365-day period (366-day period in a leap year), and is expressed as a percentage.

**"ATM"** means Automated Teller Machine.

**"Actual Balance"** is the amount of money that is in your Card Account at any given time and reflects transactions that have posted to your Card Account. It does not include (i) the amount of pending transactions, such as POS transactions that have not yet settled; (ii) funds on hold in accordance with our funds availability policy; (iii) our receipt of notice that a transaction will be presented or returned; or (iv) our receipt of legal process relating to your Card Account.

**"Available Balance"** is the amount of prepaid funds available on your Card Account for withdrawal and authorizing transactions, which may be different than your actual balance. The Available Balance is used to determine whether to authorize, pay or return transactions. The Available Balance is reduced by: (i) the amount of pending transactions, such as a POS transaction; (ii) our receipt of notice that a transaction will be presented or returned; or (iii) our receipt of legal process relating to your Card Account. Available Balance of your Card Account does not include funds transferred to the Savings Account.

**"Bill Pay"** means our service that permits you to pay bills through Insight's Online Banking or the Mobile App.

**"Business Day"** refers to Monday through Friday, except federal holidays, even if we are open. Non-Business Days are considered part of the following Business Day.

**"Card Account"** means the custodial sub-account we maintain on your behalf to track your balance on deposit with us and record transactions made using your Card or by other means authorized by this Agreement.

**"Direct Deposit"** means an ACH credit intended for, or posted to, your Card Account.

**"EFT"** means electronic funds transfer transactions.

**"FDIC"** means the Federal Deposit Insurance Corporation.

**"Financial Service"** means your Card or any financial product or service made available through Online Banking or the Mobile App or otherwise in connection with your Card Account.

**"IRS"** means the Internal Revenue Service.

**"Item"** means service charges, electronic items or transactions, drafts, preauthorized payments, automatic transfers, telephone-initiated transfers, ACH transactions, Online Banking transfers or Bill Pay instructions, adjustments, and any other instruments or instructions for the payment, transfer, or withdrawal of funds.

**"List of All Fees"** refers to the schedule that lists the fees and charges associated with the Card Account and its use.

**"Login Credentials"** means the user name and password that you use to access Online Banking and/or the Mobile App.

**"Mobile App"** means any application made available to you by the Bank or its Program Manager through which you may obtain information regarding, and otherwise manage, your Card Account through a mobile device or tablet. Message and data rates may apply.

**"Monthly Fee Plan"** refers to the fee plan made available to you for \$9.95 per month, or \$5.00 per month when you receive regular direct deposits (at least once every 35 days) to your Card Account. The Monthly Fee Plan reduction for direct deposit takes affect the day following a direct deposit, with your next Monthly Fee reflecting the reduced charge of \$5.00. The Monthly Fee Plan avails you reduced domestic purchase transaction charges (None when you do not use your PIN, and \$1.00 when using your PIN to complete the purchase). All other fees are the same as Pay as You Go. There is no Inactivity Fee when you choose the Monthly Fee Plan. If you select the Monthly Fee Plan, you will be charged the initial Monthly Fee when you open your Card Account and each month thereafter on the same date of each month. Please refer to the List of all Fees for more details.

**"Online Banking"** means the website made available to you by the Bank or its Program Manager at [www.InsightVisa.com](http://www.InsightVisa.com), through which you may obtain information regarding, and otherwise manage, your Card Account and pay bills.

**"Pay as You Go"** refers to the fee plan made available to you with no monthly service charge, and standard domestic purchase transaction charges (\$1.00 when you do not use your PIN, and \$2.00 when using your PIN to complete the purchase). Please refer to the List of all Fees for more details on fees for this Plan.

**"PIN"** means a Personal Identification Number used in connection with your Card to conduct transactions.

**"POS"** means your ability to make purchases with your Card at merchant locations or "points of sale."

**"Retail Location"** means locations of participating merchants where Cards can be acquired and where funds can be loaded to Cards, which are operated and serviced independently of us.

**"Savings Account"** means the optional savings account you may open at the Bank to earn interest on your deposited funds, funded through transfers initiated by you from your Card Account.

**"Secondary Cardholder"** refers to a person who has received a Card at your request and is authorized to use the Card as provided for in this Agreement.

**"System"** means the electronic payment network operated by Visa, Mastercard® or any other applicable card association.

### SECTION III: IMPORTANT INFORMATION ABOUT YOUR CARD ACCOUNT.

Your Card Account is a general purpose reloadable prepaid debit card account that is held at Republic Bank of Chicago, an FDIC-insured financial institution. Your Card Account is non-interest bearing, and interest will not be paid on your balance. The Card Account is not a credit product. Your Card Account is to be used only for personal, family, or household use and may not be designated for business use. We may close your Card Account if we determine that it is being used for business purposes. We may close your Card Account or refuse to process any transaction that we believe, in our sole discretion, may violate the terms of this Agreement or represents illegal or fraudulent activity.

**Opening Your Card Account.** Your Card Account may be opened online or at a Retail Location. To open your Card Account, you must provide all of the personal information we require from you and pass the mandatory identification verification process described above. There is no minimum deposit amount required to open a Card Account. When you open your Card Account, you will select either the Pay as You Go or the Monthly Fee Plan. You may change your fee plan through Online Banking or by calling us at **1-888-572-8472**.

**Warning regarding unverified prepaid card accounts.** It is important to register your Card Account as soon as possible. Until you register your Card Account and we verify your identity, we are not required to research or resolve any error regarding your Card Account. To register your Card Account, go to [www.insightVisa.com](http://www.insightVisa.com) or call us at **1-888-572-8472**. We will ask you for identifying information about yourself (including your full name, address, date of birth, and government issued identification number).

**Payment of Fees.** You agree to pay the fees shown on the above **List of All Fees**. Except for third party fees paid directly to the third party, as these fees are incurred, we will deduct them directly from your Card Account. We will not be liable for dishonor of any Item resulting from our deduction of any charges as authorized by this Agreement. **NOTE: Fees assessed to your Card Account balance may bring your balance negative. Any time your balance is less than the fee amount being assessed to your Card Account or your Card Account balance is already negative, the assessment of the fee will result in a negative balance on your Card Account, increase the negative balance, or will pend for payment, as applicable. If that occurs, any subsequent deposits to your Card Account will first be applied to the negative balance or pending fees. Because of this, up to three monthly fees may be collected in a single month, if due upon a subsequent deposit to your Card Account.**

**Customer Service Live Agent Assistance.** Each time you speak with a live customer service agent your Card Account is subject to a fee as disclosed in the **List of All Fees**. This fee can be avoided by using the automated customer service option when calling **1-888-572-8472** or by accessing your Card Account through Online Banking or the Mobile App.

**Accessing Funds and Limitations.** You are responsible for all obligations arising out of the ownership and maintenance of your Card Account, including the amount of any deposits to the Card Account and for which the Card Account was credited, any negative balances on your Card Account, any service charges to the Card Account, or losses arising from the breach of any representation or warranty you make to us in this Agreement or under applicable law, and the costs we incur to enforce our rights under this Agreement or to collect any sum you owe us under this Agreement, including, to the extent permitted by law, our reasonable attorneys' fees or other costs as permitted under applicable law. You may not use your Card Account for illegal transactions, and you may not resell your Card. **Internet Gambling Transactions Are Prohibited:** You may not use your Card Account to initiate any type of electronic gambling transaction through the Internet. For security reasons, there may be additional limits on the amount, number and type of transactions you can make using your Card Account, and we may restrict access to your Card Account if we notice suspicious or illegal activity. If access is denied, you should contact us by calling **1-888-572-8472** so that we may discuss and rectify any problems.

**Card Account Balance and Statements.** You may obtain information about the amount of money you have remaining in your Card Account by calling **1-888-572-8472**. This information, along with a 12-month history of account transactions, is also available online at [www.insightvisa.com](http://www.insightvisa.com). If your Card Account is registered with us, you also have the right to obtain at least 24 months of written history of account transactions by calling **1-888-572-8472**, or by writing us at **Attn: Customer Service, P.O. Box 5100 Pasadena, CA 91117**. You are responsible for keeping track of the transactions on your Card Account to ensure that you do not exceed your Available Balance. Merchants will not be able to determine your Available Balance. You will be able to review Card Account transactions and obtain your Available Balance through Online Banking or the Mobile App, enrolling in Insight Alerts, or by calling **1-888-572-8472**. This information is available to you 24 hours a day, 7 days a week. Statements in electronic format will be made available at no charge at [www.InsightVisa.com](http://www.InsightVisa.com) each month in which a transaction occurs. If you have agreed to conduct business with us electronically, we will send you an email that your Card Account statement is available in Online Banking. Periodic statements will be available for each monthly cycle in which an EFT has occurred. If no transfer has occurred, a periodic statement will be available at least quarterly, and all EFT transactions since the date of your last statement will be reported on your statement. If your Card Account is dormant, we may stop sending you Card Account statement emails or posting statements to Online Banking or both.

**Review of Card Account Statement.** You agree to promptly and carefully review your Card Account statement and any accompanying items upon receipt. You must report an unauthorized transaction or fraud within a reasonable time (within 60 days) after we sent or posted your statement to Online Banking, by calling our Customer Service at **1-888-572-8472**. Additionally, if you fail to report an unauthorized transaction on your Card Account statement within the time frame specified, we are not responsible for subsequent unauthorized transactions on your Card Account by the same person. There are special rules for statement review applicable to electronic funds transfers. Please refer to the section below entitled **YOUR LIABILITY FOR UNAUTHORIZED USE**.

**Death or Adjudication of Incompetency.** We may freeze, refuse, or reverse deposits and transactions and/or return governmental benefit payments made to the Card Account if you die or are adjudicated incompetent. If you give us instructions regarding your Card Account which are to be effective at a future date, and you die or are adjudicated incompetent prior to the date you specified, then the instructions shall be effective, unless we receive written notice of death or incompetency prior to honoring such instructions.

**Dormancy.** Your Card Account is dormant if your Card Account has not had any customer-initiated activity (that is, if you have not logged in to Online Banking or the Mobile App, and have made no purchases, no cash withdrawals, no cash deposits, or no balance inquiry fees have been assessed) for 365 consecutive days. For security reasons, we may refuse a withdrawal or transfer from a Card Account we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. A Card Account that has become dormant and that has no funds will be closed. An Inactivity Fee as described in the **List of All Fees** may be assessed against remaining funds, if permitted by applicable state law.

**Card Accounts Presumed to Be Abandoned.** In accordance with applicable state law, funds in dormant, inactive and/or abandoned Card Accounts will be remitted to the custody of the applicable state agency at the time required by state law, and we will have no further liability to you for such funds. We may, at our option, attempt to contact you prior to remittance of funds to the applicable state and will attempt to do so if required by applicable law. We may assess a fee for sending you notice and publishing your name in a newspaper of your state, unless prohibited by law. Once remitted, you must apply to the appropriate state agency to reclaim your funds. After the funds on deposit have been remitted to the state, the Card Account is closed and the interest does not continue to accrue on any interest-bearing account. The fact that you have an active Card Account with us does not keep your other Card Accounts active.

**Legal Process.** We may accept and comply with any writ of attachment, execution, garnishment, tax withhold order or other levy, subpoena, warrant, injunction, restraining order, government agency request for information or other legal process relating to your Card Account which we believe (correctly or incorrectly) to be valid and binding regardless of the location of the Bank or method of service on the Bank even if the law requires personal service at the branch of record or other specified location for your Card Account or where the records are stored (but we reserve the right to require service at such location as may be required by law). We may, but are not required to, give you notice of any such legal process except as required by law and will not do so if prohibited by law. In responding to a search warrant or other legal process from a city, county, state or federal law enforcement or other agency, we may produce documents, including from facilities owned and operated by third parties maintaining such records on our behalf, even if such facility is not designated as the place to be searched in the search warrant or legal process. If we are required to pay any attachment, garnishment, writ, levy or other legal process related to your Card Account, then we may debit your Card Account even if such debit creates a negative balance. If we incur any expenses, including without limitation research, photocopy, handling and administrative costs and reasonable attorneys' fees, in responding to an attachment, garnishment, writ, levy or other legal process that is not otherwise reimbursed, then we may charge, in addition to other amounts set forth herein, such expenses to your Card Account without prior notice to you.

**Our Right of Setoff.** If you ever owe the Bank money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law to use the money from your Card Account to pay the debt. We may (without prior notice and when permitted by law) setoff the funds on the Card Account against any such due and payable debt you owe us now or in the future. Our right of setoff does not apply to your Card Account, if prohibited by law. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**Our Notices to You.** We will endeavor to inform you of changes to your rights and obligations by providing a notice to you. In some cases, we may post a notice of a change on our website, [www.InsightVisa.com](http://www.InsightVisa.com). Otherwise we will provide it to you electronically, or by mail if you have not consented to electronic delivery. We may include a notice with or on your Card Account statement. If you do not receive a notice, the change will still be effective.

**Insight Alerts:** You may monitor your balance and transaction history on your mobile phone by signing up for Insight Alerts and you will receive real time text messages of activity on your Card Account. There is no charge from us for Insight Alerts, but you will be responsible to your phone carrier for the costs of any text messages you receive or send in connection with Insight Alerts. Insight Alerts will be sent to the mobile telephone number that you provide to us or to your email address provided. We reserve the right to suspend or discontinue the availability of Insight Alerts at any time in our sole discretion and without prior notice.

Text functionality depends upon the configuration of your phone and your phone plan. We can only provide Insight Alerts to a mobile phone registered on a U.S. network and not to a fixed line telephone or a computer capable of receiving text messages. Some older mobile phones may not be compatible with text messaging (the mobile phone you register to receive Insight Alerts must be a digital mobile phone).

Your access and use of Insight Alerts may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of servers or other actions that we, in our sole discretion, may elect to take. You understand and acknowledge that the telecommunications and email networks through which text and email messages are transmitted are outside our control and that we are not able to assist in resolution of problems with such networks. We cannot accept responsibility for any text or email messages not received by you, or any text or email reply messages we do not receive from you, or for any delay in the receipt or delivery of any text or email notification.

If you make your mobile phone or email available to any other individual, you agree that you are responsible for any subsequent access to the Insight Alerts. If you believe that your mobile phone has been stolen and that someone may attempt to use the Insight Alerts without your consent, you should notify us at once by calling **1-888-572-8472**. It is your sole responsibility to ensure the mobile phone number you provide to us is current and accurate. Changes to your contact information can be made either online at [www.InsightVisa.com](http://www.InsightVisa.com) or by calling the number on the back of your Card. We are not responsible for loss of messages and other consequences if you do not provide accurate up-to-date contact information.

**FDIC Insurance.** The FDIC, an agency of the United States government, insures funds on your Card Account. Republic Bank of Chicago is a Member of the FDIC. Deposits at FDIC-insured institutions are insured up to at least \$250,000 per depositor, per ownership category. FDIC insurance applies only to Card Accounts held in the United States and its territories and possessions.

For details, please refer to the *Your Insured Deposits* brochure published by the FDIC or visit the FDIC website at [www.fdic.gov](http://www.fdic.gov).

**Tax Information.** When you open a Card Account, we are required to obtain, and each U.S. citizen or resident alien must give us, a certified U.S. Taxpayer Identification Number ("TIN") and information regarding your backup withholding status. If you have a U.S. Social Security Number, this number is your TIN.

When you apply for a Card Account, you must certify as to whether or not you are a U.S. person and that you have provided the correct TIN and the correct backup withholding status. If you do not provide this, or if the IRS notifies us that the name and TIN you gave us is incorrect, or if the IRS notifies



us that you failed to report all your interest and dividends on your tax return, we are required to backup withhold at the current backup withholding rate on interest paid to your Card Account, if any, and pay it to the IRS.

In some cases, a state and local tax authority may also require that we pay state and local backup withholding on interest paid to your Card Account when we are required to pay backup withholding to the IRS. Backup withholding is not an additional tax. If you are subject to backup withholding, we are required to report to you and to the IRS regardless of the amount of the interest payment. You may claim amounts withheld and paid to the IRS as a credit on your federal income tax return.

Generally, we are required to report annually to you and to the IRS interest payments that total \$10 or more during the year on your Savings Account with us. We may also be required to report this information to the appropriate state revenue authority.

For more information or to determine how this information applies to you, please consult your tax advisor.

#### **SECTION IV: LOADS TO YOUR CARD ACCOUNT**

**Loads.** Loads may be made in a form and manner as agreed upon by us in our sole discretion. You may provide funds to an employee at a Retail Location using your Card, and such funds will be transferred to the Bank for credit to your Card Account. Loads made at Retail Locations may be made in cash only. Funds may also be deposited via ACH credit entries or direct deposit. See the section below entitled **AVAILABILITY OF FUNDS** to determine when funds loaded to your Card Account will be available.

You cannot make a Card Account load through an ATM. You may not make a deposit at one of our Republic Bank branches. We are not responsible for deposits mailed to us. We will not accept any checks, money orders or cash mailed to us for deposit, or any inbound wire transfers to your Card Account. We are not liable for any checks, money orders or cash mailed to us. We may, at our sole discretion, refuse to accept particular deposits. Cash transfers are credited to your Card Account according to this Agreement. Other Items you deposit are handled by us according to our usual collection practices. If an Item you deposit is returned unpaid, we will debit your Card Account and assess any other fee we pay or loss we incur. In addition, you are liable to us for all costs and expenses related to the collection of any amount from you.

Each cash load at a Retail Location may be subject to a fee as described in the **List of All Fees**.

**FEDERAL PAYMENTS:** The only federal payments that may be deposited to your Card Account via an ACH credit are federal payments for the benefit of the cardholder. If you have questions about this requirement, please contact us at **1-888-572-8472**.

You may, through Online Banking or the Mobile App, be offered additional ways to load money from time to time, and any terms, fees or limits applicable to any of these methods will be disclosed to you at the time they are offered to you.

**ACH Credits; Direct Deposit.** If you arrange to have funds transferred directly to your Card Account through an ACH credit, you must enroll by providing the payor the Bank routing number and the direct deposit account number we provide you for this purpose. There is no fee for ACH credits or direct deposits posted to your Card Account. If you have arranged to have Direct Deposits made to your Card Account, you can enroll in text and/or email alerts to be notified when the deposit has been made. If you call and speak to a representative, a live agent Customer Service Fee will apply as described in the **List of All Fees**.

**Mobile Check Load.** We will allow you to make deposits by check to your Card Account through services offered by unaffiliated third parties. You may incur fees from the third party for the use of their services. Review the terms and conditions provided to you from the third party when you enroll for the service for information related to costs of the service, transaction limitations, and availability of deposited items.

**Collection of Deposited Items.** We may, but are not obligated, to provide early credit to your Card Account for Direct Deposits we receive. All credits for a Direct Deposit that we may make, in our sole discretion, to your Card Account prior to the originator's effective entry date may be subject to reversal by the Originator. We may review a credit transaction for funds not due to you by the Originator. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such Items in accordance with the rules and regulations of the clearinghouse. If we permit you to withdraw funds from your Card Account before final settlement has been made for any Direct Deposit, and final settlement is not made, we have the right to charge your Card Account or obtain a refund from you. We may refuse to accept funds for deposit to your Card Account for any reason and may, at our discretion, return such funds to the Originator. We will not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of Direct Deposits or for any damages resulting from any of those actions.

#### **SECTION V: TRANSACTIONS AND WITHDRAWALS**

**Withdrawals and Transactions.** You may withdraw funds and effect transactions using your Card, up to your Available Balance, subject to the fees reflected in the **List of All Fees** for such transaction type and the **Transaction Limits** described in this Section below.

Using your Card, you may withdraw funds at participating Retail Locations. Each cash unload at a Retail Location may be subject to a fee as described in the **List of All Fees**.

**Cash Access; ATM.** With your PIN, you may use your Card to obtain cash from an ATM or POS device, if and as permitted by the relevant merchant, bearing an acceptance mark displayed on the Card. You may also obtain your Card Account balance through certain ATMs. A fee will be associated with the use of your Card to obtain cash or Card Account balance information. When you use an ATM, you may be charged a fee by the ATM operator in addition to our fee (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). For information about these fees, please see the **List of All Fees** above. You may also obtain "Cash Back" while conducting a PIN Purchase Transaction at participating merchants and subject to the merchant's cash back policies. At participating banks, you may withdraw cash using your Card (an "Over the Counter" cash withdrawal), subject to the fees set forth in the List of All Fees, in addition to fees that bank may charge for completing the transaction. Any cash withdrawn through an ATM or POS purchase transaction, or an Over the Counter cash withdrawal through a participating bank, will be subject to the limitations set forth in the section below labeled **Transaction Limits**. Cash withdrawals are available up to the daily authorization limits disclosed below, provided the Available Balance on your Card Account is greater than or equal to the amount requested plus any fees that may be charged by us or a third party, along with the cash disbursement. Cash withdrawals may also be subject to varying daily limits at the ATM owner's, merchant's, or participating bank's discretion. If you use your Card and PIN to obtain Card Account balance information through an ATM, please note that the balance information provided may not reflect recent transactions or the Balance Inquiry Fee.

**ACH Debit Payments.** You may authorize merchants to use our Bank routing number and the direct deposit account number we provide you for payments through ACH so long as you have sufficient funds on your Card Account. You are responsible for maintaining an Available Balance sufficient to cover any authorized ACH debit payments. There is no charge for making a payment by ACH debit, but you will be charged a fee for each ACH debit that is returned for insufficient funds as disclosed in the **List of All Fees**. If you have preauthorized a merchant to collect a recurring ACH debit payment from you, please refer to the paragraph below entitled **Stopping Preauthorized Payments**. If you believe that you have been debited for an ACH that you did not authorize, please refer to the section entitled **YOUR LIABILITY FOR UNAUTHORIZED USE**.

**Purchases.** You may use your Card to purchase goods and services from merchants that accept cards bearing an acceptance mark displayed on the Card as a method of payment as long as you have sufficient funds in your Card Account. You are not authorized to use your Card to make a purchase if you do not have sufficient funds on your Card Account. Each time you use your Card to complete a purchase, you may incur a fee as disclosed in the **List of All Fees**. The amount of applicable purchase transaction fees varies based on the type of transaction (PIN or non-PIN) and the fee plan you select (Pay as You Go or Monthly Fee Plan). For example, if you select the Monthly Fee Plan, domestic purchases made using your PIN do not incur a purchase fee. Any purchase transactions that are declined, for any reason, will be charged a Decline Fee as disclosed in the **List of All Fees**.

We are not responsible for any injury to you or to anyone else caused by any goods or services purchased or leased with your Card. You are responsible for resolving all disputes concerning the quality of goods or services purchased from any merchant that accepts your Card.

**Paying Bills.** You can pay bills directly by telephone or online from your Card Account in the amounts and on the days you request. 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. You may also use the Insight Bill Pay option available to you through Online Banking and the Mobile App subject to applicable terms presented to you in the section entitled **Bill Pay Services** below.

**Convenience Checks.** If you request Convenience Checks for your use, a fee will apply. If you wish to use a Convenience Check, you must first authorize and pre-pay the check by logging in to your Card Account at [www.insightvisa.com](http://www.insightvisa.com). When you obtain an authorization for a Convenience Check, a fee will apply and you agree to allow us to immediately deduct the amount authorized and applicable fees from your Card Account's Available Balance. If a Convenience Check is drawn against your Card Account and was not authorized, it will be returned and a fee will apply. An authorized Convenience Check is only valid for sixty (60) days from the date we authorized it. If a Convenience Check authorization expires, we will place a stop payment on the item and a stop payment fee will apply. If you wish to stop payment on a Convenience Check, you must contact us at **1-888-572-8472** or log in at [www.insightvisa.com](http://www.insightvisa.com). The account number on the check should not be provided to any person, employer or other entity to enable a direct deposit or an ACH debit to the Card Account. Refer to the **List of All Fees** for details on Check Order Fees, Check Authorization Fees, and Unauthorized Check or Stop Payment Fees.

**Transfers.** By using a transfer option available on your Card Account within Online Banking or the Mobile App, you may direct that funds be transferred from your Card Account to: (i) other Card Accounts you own and hold; (ii) other Insight prepaid debit card accounts held by other people. Once a transfer has occurred, it is irrevocable. We are not responsible for Card Account transfers made to unintended payees due to the input of incorrect information by you. The Card Account originating the transfer will be assessed a Card to Card Transfer Fee as disclosed in the **List of All Fees**.

**Foreign Transactions.** If you withdraw your funds or make a purchase in a currency or country other than the currency or country in which your Card Account was established ("Foreign Transaction"), the network or System that processes the transaction will convert the amount of the Foreign Transaction into an equivalent U.S. Dollar amount, at a conversion rate in their sole discretion, and the U.S. Dollar amount will be deducted from the funds in your Card Account. In addition to the conversion rate, you will be charged international transaction fees on the total amount of the transaction in U.S. Dollars as disclosed in the **List of All Fees**. The System may consider transactions occurring in U.S. territories to be Foreign Transactions, so transactions originating from these locations may be subject to Foreign Transaction fees. If a Foreign Transaction results in a credit due to a return, we will not refund any international transaction fees that may have been charged on your original purchase.

**International ACH Transactions.** Financial institutions are required by law to scrutinize or verify any international ACH transaction ("IAT") that they receive against the Specially Designated Nationals list of the Office of Foreign Assets Control. This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

**Split Transactions.** If you do not have enough value in your Card Account to cover a purchase you are making, you can request the merchant to split the purchase by putting a part of the purchase on your Card Account and allowing you to pay the remaining amount with another source of funds (a "Split Transaction"). Some merchants do not allow customers to conduct a Split Transaction. If you are permitted by the merchant to conduct a Split Transaction, you will need to know the exact amount of your Available Balance. Some merchants may require the remaining portion of a Split Transaction to be made in cash.

**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 Account, the credit may not be immediately available. While most merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs. Additionally, as fraud prevention, you may be asked to provide us proof of original purchase for refunds that are sent to your Card Account for which there is not a corresponding purchase transaction.

We are not responsible in any way for any goods or services you decide to purchase, including without limitation, their quality, safety, legality or delivery. We will not become involved in any dispute involving such goods or services. You also agree to release us and our respective directors, officers, employees, agents, and service providers from any and all claims, demands and damages between persons using and accepting your Card, including any claims, demands or damages arising out of or related to the purchase or sale of goods or services.

**Stopping Preauthorized Payments.** You have the right to stop payment of preauthorized transfers. To stop a recurring payment to a merchant you have preauthorized to debit your Card Account, call us at **1-888-572-8472** or write us at **Att: Customer Service, P.O. Box 5100 Pasadena, CA 91117** in time for us to receive your request at least three (3) Business Days before the payment is scheduled to be made. Such a stop payment request will cancel one recurring payment. If you want to permanently stop all recurring payments to a specific merchant then we require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments. If you prefer you may contact the merchant or third party service provider directly to cancel the recurring payments.

If your regular payments vary in amount, the person you are going to pay is required to tell you, at least ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

If you order us to stop a preauthorized transfer payment three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Transaction Limits.** We impose limits on Card Account transactions as follows:

Transaction	Limit	Frequency
PIN or non-PIN Purchase transactions	\$5,000	Per day
Over the Counter cash withdrawals at a financial institution or Retail Location	\$5,000	Per day
ATM cash withdrawals (domestic or international)	\$2,500	Per day
Convenience Checks	\$2,500	Per transaction
Bill Payments using Insight Bill Pay through Online Banking or Mobile App	\$2,500	Per transaction
Cash Loads at a Retail Location.	\$5,000 (\$9,500 Jan-Apr)	Per day
	\$9,500	Per month
Deposits using a participating third-party card load network (for example, Visa ReadyLink or Green Dot reload agents)	\$1,500	Per day
	\$9,500	Per month
Card to Card Transfers	\$1,500	Per day
	\$9,500	Per month

\* For purposes of the limits described in this section, "day" means a rolling 24-hour period, and "month" means a rolling 30-day period.

#### SECTION VI: AVAILABILITY OF FUNDS POLICY

**Your Ability to Withdraw Funds.** Your ability to withdraw funds depends on the type of deposit and is explained below. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for deposits that are returned to us unpaid and for any other problems involving your deposit.

**Retail Location Loads.** You may provide funds to an employee at a Retail Location that will be transferred to the Bank for credit to your Card Account. Generally, these funds will be available to you the same day we receive notification from a Retail Location. Deposits made at Retail Locations may be made in cash only.

**Direct Deposits.** You may arrange to have funds transferred by ACH Direct Deposit to your Card Account by your employer or other appropriate payor. Unless manual review is needed, Direct Deposits and other non-tax ACH credits are generally added to your Available Balance at the time we receive and process the applicable ACH file. However, your ability to withdraw funds may be delayed until the deposit effective date. Note that after we make funds available to you, and you have spent, sent or withdrawn all or a portion of the funds, you may still be responsible for any problems involving your deposit. If you have arranged to have Direct Deposits made to your Card Account, you may enroll in text and/or email alerts to be notified when the deposit has been made. If you call and speak to a representative, a live agent Customer Service Fee will apply as disclosed in the **List of All Fees**.

**Tax Refunds.** Tax returns or refund payments that are made by ACH Direct Deposit are generally not made available to you until the sender's deposit effective date and are not eligible for early credit to your Available Balance.

**Mobile Check Loads.** Funds deposited by check through mobile check load services provided by unaffiliated third parties are subject to the terms and conditions provided to you by the third party for the use of their services including, as applicable, and the time we receive a credit from the third party. We will credit your Card Account for such deposits at the time we receive a credit to your Card Account from the third party.

#### SECTION VII: CARD RIGHTS, PRIVILEGES AND LIMITATIONS

**PIN Protection.** When your Card is provided to you, you will be required to select a PIN by following the instructions on the Card. You agree to take all necessary steps to protect your PIN. You are responsible for safeguarding your PIN, Card, and Card number. Do not tell anyone your PIN. For security purposes, never write your PIN on the Card and never carry a record of your PIN in your purse or wallet. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the Section entitled **YOUR LIABILITY FOR UNAUTHORIZED USE**.

**Authorized Users.** You are responsible for all authorized transactions or changes initiated and fees incurred by use of your Card or any Secondary Card. If you permit another person to have access to your Card, Card number, direct deposit and routing number, PIN or other personally identifying information,



we will treat this as if you have authorized such change or use and you will be liable for all changes or transactions initiated and fees incurred by those persons.

**Secondary Cards.** For the fee disclosed in the **List of All Fees**, you may request an additional Card for a Secondary Cardholder. A Secondary Card shares and can access the same Card Account balance as your Card. If you notify us that you revoke a Secondary Cardholder's use of the Card, we may close your Card Account and issue a new Card Account to you with a different number. You are wholly responsible for the use of the Secondary Card according to the terms and conditions of this Agreement.

**Replacement Cards.** There is a fee for replacing your Card as disclosed in the **List of All Fees**. If you choose express delivery, applicable costs will also apply. These fees will be deducted from the Available Balance remaining on the Card Account at the time a replacement Card is issued. If you need to replace your Card for any reason, please visit a Retail Location or contact us at **1-888-572-8472**. You will be required to provide personal identifying information (which may include your Card number, your full name, your transaction history, and/or other key identifiers).

**Purchase Transactions.** Each time you make a purchase, you authorize us to reduce the Available Balance in your Card Account by the amount of the transaction as transmitted to us and applicable fees. You understand that we may, at our discretion, honor withdrawal requests that create a negative balance on your Card Account. However, the fact that we may honor withdrawal requests that create a negative balance does not obligate us to do so later. You are not authorized to use your Card Account to make a purchase if you do not have sufficient funds on your Card Account, however if a transaction causes a negative balance, we will not charge fees for such transactions. We will use subsequent deposits, including Direct Deposits of social security or other government benefits, to cover negative balances.

We reserve the right to return any Card transaction that does not contain an authorization code. We will not be liable for any damages resulting from a failure or refusal for any reason to authorize a Card transaction that you have attempted. Further, we will not be responsible or liable for a participating merchant's refusal to accept your Card.

Stop payments are not permitted on any one-time card purchases or cash withdrawals originated by use of a prepaid debit card. For this reason, you should inquire about a merchant's return or refund policy before entering into a debit card transaction.

Cash refunds will generally not be made to you on purchases made with your Card. Refunds of merchandise purchased using your Card will be reflected as a credit on your next consecutive or later Card Account statement. Any claim or defense with respect to property or services purchased with the Card must be handled by you directly with the merchant or other business establishment which accepted the Card, and any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.

**Authorizations and Holds by Merchants.** Any entity honoring your Card will be required to obtain approval or authorization for any transaction in accordance with the rules of an applicable System. With certain types of purchases (such as those made at restaurants, bars, beauty salons, hotels, rental car companies, or for fuel purchase made at the pump), your Card may be preauthorized for an amount greater than the transaction amount placing a hold on your Card Account's Available Funds until the merchant sends the final payment amount of your purchase. Holds may be initiated for a variety of reasons including but not limited to, providing a security deposit, covering gratuities or incidentals, or ensuring your Card Account has sufficient funds when the transaction is completed. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to the funds on hold. A 90-day hold may be placed on the value on the Card Account in the amount of the preauthorization request made by hotels and rental merchants. If the authorization request varies from the amount of the transaction the merchant subsequently submits to the System, settlement of the transaction may not remove the hold, which may remain on the Card Account until the hold days have expired. If your Card Account is subject to a hold, the value that is subject to the hold will not be available for other purposes.

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

## SECTION VIII: ONLINE BANKING AND MOBILE APP

**Online Banking.** We encourage you to use Online Banking for managing your Card Account. You can enroll for Online Banking by visiting [www.InsightVisa.com](http://www.InsightVisa.com) and carefully following the instructions provided there to establish your required Login Credentials. We reserve the right to limit the types and number of Card Accounts eligible and the right to refuse to make any transaction you request through Online Banking, in our sole discretion. We also reserve the right to modify or eliminate the scope of Online Banking services provided at any time.

**Mobile App.** You may use the Mobile App to obtain Financial Services through your mobile device (e.g., tablet or smartphone) for your linked Card Account. You must have a mobile device capable of downloading Java applications and making data connections to the Internet. You must be authorized to use and incur charges on your mobile device cellular account in order to obtain Financial Services through Mobile App or through a mobile-optimized version of Online Banking.

**Description of Services.** You may use Online Banking and the Mobile App to obtain Financial Services and access information on your Card Account, including:

- View current balance information for your Card Account;
- Review available transactions on your Card Account;
- Perform self-service Card Account maintenance such as requesting copies of monthly statements and changing your Login Credentials;
- Send and receive secure online mail messages regarding your Card Account; and
- Pay bills using the Insight Bill Pay feature.

Some of the above features and functionality may not be available on the Mobile App, Online Banking, or through the mobile-optimized version of Online Banking. Some of the above services may not be available for certain Card Accounts. We may offer additional mobile services and features in the future. Any such added mobile services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new mobile service or feature is added and/or at the time of enrollment for the feature or service if applicable. If at any time your Card Account access is limited, blocked, or inactive, you may lose access to certain services, features, and functionality accessible through the Mobile App, Online Banking, or both.

We do not charge a fee for your access to, or use of, Online Banking or the Mobile App. However, please see the **List of All Fees** for any charges that may apply to your Card Account for transactions that you conduct, or services that you request or use, through Online Banking or the Mobile App. Also, you are responsible for web access and/or data or text message charges that may be billed by your mobile telecommunications carrier. Check with your mobile carrier for details on specific fees and charges that may be applicable.

**Illegal, Fraudulent or Improper Activity.** You agree that you will not use Online Banking, the Mobile App, or any Financial Service for any illegal, fraudulent or improper activity. If we suspect that you may be engaging in or have engaged in fraudulent, illegal or improper activity, including a violation of any terms and conditions relating to Online Banking, the Mobile App, or any Financial Service, your access to Online Banking, the Mobile App, or any Financial Services may be suspended or terminated. You understand that access to and transactions on your Card Account may be suspended or

terminated if an Access has been reported lost or stolen or when we reasonably believe that there is unusual activity on any of your Card Accounts. You agree to cooperate fully with us to investigate any suspected illegal, fraudulent or improper activity.

**Login and Device Protection.** You agree that you will not disclose your Login Credentials to any person. You understand and agree that we may rely on the use of your Login Credentials to access your Card Account through Online Banking and the Mobile App and are therefore authorized to act upon instructions and information received from any person that enters your Login Credentials.

If you forget your Login Credentials, become locked out and we reset your Login Credentials, or your Login Credentials expire, you will be required to re-establish your Login Credentials to regain access to Online Banking and the Mobile App.

You agree to take every precaution to ensure the safety, security and integrity of your Card Account and transactions when using Online Banking and the Mobile App. You agree not to leave your computer or mobile device unattended while logged in; if you do, we will not be liable for any damages. Log off immediately at the completion of each access by you, and secure access to your computer or mobile device, lock your mobile device, and take other steps necessary to stop unauthorized use of your Card Account, Online Banking, and the Mobile App.

Although considerable effort is expended to make Online Banking, the Mobile App and our other operational and communications channels consistently available, we do not warrant these channels to be available and error free at all times. In fact, there will be times when they are unavailable for scheduled maintenance or other unscheduled service interruptions. You agree that we will not be responsible for any interruptions in service due to maintenance of, changes to, or failure of Online Banking, the Mobile App or other communications channel. We may terminate your participation in Online Banking, the Mobile App or both for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

## SECTION IX: BILL PAY SERVICE

**Payment Authorization and Remittance.** By providing us with names and account information of a person or entity to which you wish to direct a bill payment ("Payee"), you authorize us to use the information provided by you to send a payment and to debit your Card Account and remit funds on your behalf. In order to process payments more efficiently and effectively, we may alter or edit payment data or data formats in accordance with Payee directives. We will use our best efforts to make all your payments properly. However, we will incur no liability if we are unable to complete any payment because of the following circumstances:

- Your Card Account does not contain sufficient funds to complete the transaction;
- The payment processing center is not working properly, and you know or have been advised by us about the malfunction before you initiated the bill payment;
- You have not provided correct payment information or the correct name, address, phone number, or account information for the Payee;
- It can be shown that the Payee received the bill payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
- We have reason to believe that a bill pay request may not be authorized by you; and/or
- Circumstances beyond our control (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.

Any bill payment scheduled on a non-Business Day will begin processing on the next Business Day. A hold for the amount of any scheduled bill payment will apply to the funds in your Available Balance at the time that you schedule a bill payment. If you do not have the funds available at the time we attempt to make the payment from your Card Account, the payment will not be made. If you have scheduled multiple payments to be made and your Available Balance is not sufficient at the time we attempt to complete all of the scheduled payments, we will pay only those for which your Available Balance is sufficient to cover, in no particular order. We will notify you by text alert or email of any failed attempts to make payments from your Card Account, if you have opted in for scheduled bill payment failed alerts.

The Payee's ability to access these funds is at the sole discretion of the Payee's financial institution. You acknowledge that once the money is delivered to the Payee, the transaction is non-reversible and non-refundable to you. We are not responsible for determining whether the amount of money being sent is correct for any underlying transaction or is actually owed to the Payee. Any dispute that may arise between you and the Payee relating to a payment made or received, or any other aspect of a transaction between you and the Payee, is not our responsibility. You acknowledge that we do not ensure the quality, safety or legality of any merchandise received, nor that a seller will even ship the merchandise.

WE ARE NOT RESPONSIBLE FOR PAYMENTS MADE TO UNINTENDED PAYEES DUE TO THE INPUT OF INCORRECT INFORMATION BY YOU, NOR WILL WE BE RESPONSIBLE FOR VERIFICATION OF THE IDENTITY OF PAYEES.

**Bill Pay Transaction Limitations.** We reserve the right to limit your use of this functionality by imposing limits, hold times, or other measures should we believe that suspicious activity has occurred or may occur. Payments to Payees outside of the United States or its territories are prohibited. Limitations to Bill Pay Services are detailed in the section entitled **Transaction Limits**.

**Payment Cancellation.** You may cancel or edit any scheduled payment (including recurring payments) without a charge if you do so before we have begun processing the payment. Once we have begun processing the payment, you must submit a stop payment request in order to cancel the payment and you will be assessed a Bill Pay Stop Payment Fee as disclosed in the **List of All Fees**.

**Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your Card Account, you can stop any of these payments. Here's how:

Call us at **1-888-572-8472** in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made.

If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. For each stop-payment order you give we will charge a Bill Pay Stop Payment Fee as described in the **List of All Fees**.

**Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## SECTION X: YOUR LIABILITY FOR UNAUTHORIZED USE

**Contact Customer Service Immediately.** TELL US AT ONCE if you believe any of your Access Devices have been lost or stolen or if you believe an electronic funds transfer has been made without your permission using the information from your Access Device (see SECTION II: DEFINITIONS). Telephoning is the best way of keeping possible losses down. You could lose all of the money on your Card Account. If you tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone uses your Access Device without your permission. For the purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Access Device and we can prove we could have stopped someone from using your Access Device without your permission if you had told us, you could lose as much as \$500.

Also, if your Card Account statement shows transfers that you did not make, including those made using card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the Card Account statement is made available to you through Online Banking or the Mobile App, you may not get back any money you lost after the sixty (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.

If you believe any of your Access Devices have been lost or stolen, **1-888-572-8472** or write us at **Attn: Customer Service, P.O. Box 5100 Pasadena, CA 91117** or [www.InsightVisa.com](http://www.InsightVisa.com). You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Access Device without your permission.

**Your Duty to Report Other Errors.** In addition to your duty to review your Card Account statements for unauthorized transactions, you agree to examine your statement with reasonable promptness for any other error (such as an encoding error). In addition, if you receive or we make available images of your Items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and Items and report to us will depend on the circumstances. However, this time period shall not exceed sixty (60) days. Failure to examine your statement and Items and report any errors to us within sixty (60) days of when we first send or make a Card Account statement available to you precludes you from asserting a claim against us for any errors on Items identified in that statement and as between you and us the loss will be entirely yours.

**Your Liability for Unauthorized System Transactions.** If you were issued a Card bearing the Visa® acceptance mark, please be advised that Visa's Zero Liability policy covers U.S.-issued cards only and does not apply to ATM transactions, PIN transactions not processed by Visa, or certain commercial card transactions. All Cardholders must notify us promptly of unauthorized use to preserve their rights under this Agreement and System policies.

**Error Resolution.** In case of errors or questions, call Customer Service at **1-888-572-8472** or write us at **Attn: Customer Service, P.O. Box 5100 Pasadena, CA 91117** as soon as you can, if you think an error has occurred in your registered prepaid Card Account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at **1-888-572-8472** or writing us at **Attn: Customer Service, P.O. Box 5100 Pasadena, CA 91117**. You will need to tell us:

- Your name and Card Account number.
- Why you believe there is an error, and the dollar amount involved.
- 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 (20 Business Days if the transfer involved a new Card Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new Card Account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, and your account is registered with us, we will credit your Card Account within 10 Business Days (20 Business Days if the transfer involved a new Card) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Card Account. Your Card Account is considered a new Card Account for the first 30 days after the first deposit is made. See the section entitled Important Information About Your Card Account for information on how to register your Card.

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 us at **1-888-572-8472** or visit [www.InsightVisa.com](http://www.InsightVisa.com).

## **SECTION XI: OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS**

If we do not complete a transfer to or from your Card Account on time or in the correct amount according to the Agreement, 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 money in your Card Account to make the transaction.
- If a merchant refuses to accept your Card.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or System was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If access to your Card Account has been blocked after you reported your Access Device lost or stolen.
- Any other exception stated in our Agreement with you.

## **SECTION XII: ATM PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an ATM. For your own safety, be careful. The following suggestions may be helpful.

- be aware of your surroundings, particularly between sunset and sunrise;
- be accompanied by another person between sunset and sunrise;
- refrain from displaying cash, place cash in a pocket as soon as a transaction is completed, and count cash in the safety of a locked enclosure such as a car or home;
- use another ATM or return at a later time if anything suspicious is noticed when using or considering using an ATM;
- prepare for your transactions at home to minimize your time at the ATM;
- always save your ATM receipts—don't leave them at the ATM because they may contain important Card information;
- compare your records with the Card Account statements you receive;
- don't lend your Card to anyone;
- do not leave your Card at the ATM;
- protect the secrecy of your Access Devices;
- prevent others from seeing you enter your PIN by using your body to shield their view;
- when you make a transaction, be aware of your surroundings and if you observe any problem, go to another ATM;
- don't accept assistance from anyone you don't know when using an ATM;
- if you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card, and leave;

- at a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window and keep the engine running and remain alert to your surroundings; and
- report all crimes immediately to the operator of the ATM or to local law enforcement officials.

### SECTION XIII: POSTING ORDER OF ITEMS

The order in which Items are paid is important if there is not enough money in your Card Account to pay all of the Items that are presented. The payment order can affect the number of Items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your Card Account, we are providing you with the following information regarding how we process those Items.

- Our policy is to process all transactions in the timestamp order in which they are presented or received.

### SECTION XIV: CHANGE OF ADDRESS OR NAME

You are responsible for notifying us immediately upon any change to your address or your name. You are responsible for notifying us of any change in your physical address, mailing address, email address, phone number, or your name, no later than two (2) weeks after said change. If your address changes to a non-US address, we may cancel your Card Account and return funds to you in accordance with this Agreement.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or Communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you. We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email available to any other individual, you agree that you are responsible for any release of any Card Account information to such individual. It is your sole responsibility to ensure that the email address you provide to us is current and accurate. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current email address.

### SECTION XV: CONFIDENTIALITY

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

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your Card Account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders, or other legal reporting requirements;
- If you give us your written permission; or
- To our employees, auditors, service providers, or attorneys as needed.

Please see our Privacy Policy for information about how we collect, use and disclose your information.

### SECTION XVI: OPTIONAL SAVINGS ACCOUNT

**Opening Your Savings Account.** If your Card Account is active and was opened through a Retail Location, you may open an interest-bearing Savings Account through Online Banking. You may only deposit and withdraw funds in your Savings Account by linking it to your Card Account and transferring funds from or to your Card Account via Online Banking or the Mobile App.

**Restrictions on Savings Accounts.** If required by applicable Federal Law, you may be permitted to make no more than six transfers and withdrawals per statement cycle by means of a pre-authorized, automatic, telephone order or instruction, or computer transfer using Online or Mobile Banking. These limitations are applied according to the date when the transaction is posted to the Savings Account and not the date when a transfer is authorized. If you exceed these limits, we may, at our option, convert your Savings Account to a Card Account not subject to these restrictions or close your Savings Account. See below **Effect of Closing Your Savings Account**.

You may transfer a maximum of \$5,000.00 from your Card Account to your Savings Account at any time. If the resulting balance of your Savings Account will exceed \$5,000.00, the transfer will be rejected.

### TRUTH-IN-SAVINGS DISCLOSURES

Your Savings Account has a variable interest rate. That means we may change the interest rate and APY as often as we choose, without limits and without notice. Interest begins to accrue on the Business Day an Item is deposited. The interest rate and APY stated below are accurate as of July 1, 2020. To obtain current rate and annual percentage yield information, please visit Online Banking at [www.insightvisa.com](http://www.insightvisa.com).

#### Rate Information.

- **Variable Rate Card:** The interest rate on your Savings Account is variable. The current interest on your Savings Account is .995% with an annual percentage yield of 1.000%.
- **Determination of Rate:** We may change the annual percentage yield and corresponding interest rate at our discretion. The rate is not tied to an index.
- **Frequency of Rate Changes:** We may change the interest rate on your Savings Account at any time. **Compounding and Crediting of Interest.**
- **Frequency:** Interest will be compounded on a daily basis and credited to your Savings Account **quarterly**.
- **Effect of Closing Your Savings Account:** If you or we close your Savings Account before interest is credited, you will NOT receive the accrued interest, and any accrued interest that has not been credited will be forfeited. **Balance Information.**
- **Minimum Balance Requirements:** A minimum transfer of \$10.00 is required to open a Savings Account. No minimum balance is required to maintain a Savings Account or obtain the disclosed APY.
- **Balance Computation Method:** We use the daily balance method to calculate interest on your Savings Account. This method applies a daily periodic rate to the principal in your Savings Account each day.

**Accrual of Interest on Deposits.** If funds are credited to the Savings Account on or before 3:30 p.m. (CT) on a Business Day, we will consider that day to be the day of the deposit, and interest will begin accruing. However, if funds are credited to the Savings Account after 3:30 p.m. (CT), or on a weekend or federal holiday, we will consider that the deposit was made on the next Business Day and interest will start accruing on this day.

### SECTION XVII: OTHER TERMS

**Circumstances beyond Our Control** We will not be liable to you if circumstances beyond our reasonable control prevent us from, or delay us in:

- Acting on a payment order.
- Crediting a funds transfer to your Card Account.
- Processing a transaction.
- Crediting your Card Account.
- Performing our obligations for a service.

Circumstances beyond our reasonable control include, but are not limited to: any natural disaster, such as an earthquake or a flood; emergency conditions, such as a war, event of terrorism, riot, fire, theft or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment; the breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier and any mail or courier service; or your act, omission, negligence or fault.

**Assignment.** Your Card Account and your obligations under this Agreement may not be assigned or transferred without our prior written consent. We may transfer our rights under this Agreement.

**Waiver.** We may waive any of the provisions or conditions of this Agreement, but any such waiver will be effective only on that occasion and will not be a continuing waiver or a waiver on any other occasion. We do not waive or lose our rights by delaying or failing to exercise them at any time.

**English Language.** 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.

**Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency or local, state, or federal body, the validity or enforceability of any other provision of this Agreement shall not be affected.

**Applicable Law.** Use of your Card Account is subject to all applicable rules of any System or association involved in the transactions permitted herein. This Agreement will be governed by the law of the state of Illinois except to the extent governed by federal law. Should your Card Account have a remaining balance after a certain period of time, we may be required to remit the remaining funds to the appropriate state agency.

**Entire Agreement.** This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter addressed herein, and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter, including matters relating to the Card Account and the Financial Services.

### **SECTION XVIII: AMENDMENT; CARD ACCOUNT CLOSURE AND TERMINATION**

**Amendment.** We may change any term of this Agreement, including all fees, at any time, and such changes will be binding on you. If required by law, we will give you written notice of the changes prior to the effective date of the change. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. If we have notified you of a change in any term of your Card Account and you continue to have your Card Account after the effective date of the change, you have agreed to the new term(s).

**Card Account Closure and Termination.** We reserve the right to terminate this Agreement or any of the Financial Services that are described herein. If we discontinue honoring your Card Account, you should call us at 1-888-572-8472 for further instructions. We may also close your Card Account at any time upon reasonable notice to you and tender of your Available Balance by mail. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or Card Account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your Card Account, we might immediately freeze or close your Card Account or Card and then give you notice. Items presented for payment after the Card Account is closed may be dishonored.

**Your Right to Terminate.** You may, at any time, terminate this Agreement, or any of the services to which you subscribe by giving us written notice at Attn: Customer Service, P.O. Box 5100 Pasadena, CA 91117 or by calling us at 1-888-572-8472. Termination will not affect any of our rights or your obligations arising under this Agreement prior to termination. When you close your Card Account, you are responsible for leaving enough money in the Card Account to cover any outstanding Items to be paid from the Card Account. You agree to notify us of your intention to close your Card Account, and we reserve the right to request that your notice be in writing. Your obligations for authorized transactions conducted prior to Card Account closure will survive the closure of the Card Account and termination of this Agreement. You agree to hold us harmless for refusing to honor any Item on a closed Card Account. Remaining balances will be paid by check, and requests will be processed in 7-10 business days, or longer as may be necessary if fraud is suspected.

### **SECTION XIX: TELEPHONE MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS**

We may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your Card Account we may need to contact you about your Card Account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your Card Account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your Card Account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).
- With the above understandings, you authorize us to contact you regarding your Card Account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.
- This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail, electronic mail, and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.
- If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

### **SECTION XX: DISCLAIMER OF WARRANTIES**

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OUR SERVICES OR ANY FINANCIAL SERVICE OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ONLINE BANKING AND THE MOBILE APP ARE PROVIDED "AS IS", WITH NO WARRANTIES.

### **SECTION XXI: RESOLUTION OF DISPUTES BY BINDING ARBITRATION**

**Agreement to Arbitrate.** Either you or we may, unless prohibited by applicable law, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims") under the following terms and conditions.



**Right to Reject Arbitration Provision.** If you act promptly, you may reject this Section XXIII, in which event neither you nor we will have the right to require arbitration of any Claims. To reject this Section XXIII, either immediately or later, you must either: (i) immediately refrain from the use of the Card, save your receipt and Card statements, and call us at 1-888-572-8472 to cancel and request a refund; or (ii) if you decide at a later date, you must do so within 60 days after you open your Card. Any rejection notice must be signed by you and must include your name, address and telephone number. **You must mail your rejection notice by certified or registered mail or send it by messenger service (such as UPS or Federal Express) to Insight Card Services 4701 Creek Road STE. 200, Cincinnati OH, 45242.** In the event of any dispute concerning whether you have provided a timely rejection notice, you must provide a signed receipt or proof of mailing. This is the only method you can use to reject this Section XXIII. In so doing, all other terms and conditions of this Agreement will be null and void and your rights to claim a complete refund will be honored promptly following the cancellation of your Card.

#### How Arbitration Works.

- **What Claims are subject to arbitration?** All Claims relating to your Card, a prior related Card, or our relationship are subject to arbitration, excluding our collection of amounts due hereunder, but including Claims regarding the application, enforceability, or interpretation of this Agreement and this Section XXIII. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party.
- **Whose Claims are subject to arbitration?** Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as an authorized user of your Card, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.
- **What time frame applies to Claims subject to arbitration?** Claims arising in the past, present, or future, including Claims arising before the opening of your Card, are subject to arbitration.
- **Broadest interpretation.** Any questions about whether Claims are subject to arbitration will be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").
- **What about Claims filed in Small Claims Court?** Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.
- **How does a party initiate arbitration?** The party filing for arbitration must choose one of the following arbitration firms and follow its rules and procedures for initiating and pursuing arbitration: (i) American Arbitration Association; or (ii) JAMS. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the two arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

American Arbitration Association  
225 North Michigan Avenue, Suite 1840  
Chicago, IL 60601-7601 Website:  
[www.adr.org](http://www.adr.org)

JAMS  
1920 Main Street, Suite 300  
Irvine, CA 92614  
Website: [www.jamsadr.com](http://www.jamsadr.com)

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

- **What procedures and law are applicable in arbitration?** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least 10 years' experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration will determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and will not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.
- **Who pays?** Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Also, we will pay some or all of the fees described in this paragraph if we lose or to the extent we are required to pay these fees in order to enforce this arbitration provision.
- **Who can be a party?** Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, Secondary Cardholders, authorized users on a single Card and/or related Cards, or corporate affiliates are here considered as one person.
- **When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days have passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

