

## Cardholder Agreement (6)

This Cardholder Agreement ("Agreement") governs your use of your new prepaid MasterCard® debit Card that has been issued and delivered to you. Please read it carefully and keep it for your records. Please sign your Card immediately. By signing the reverse side of your Card or using your Card, you agree to accept the terms and conditions of this Agreement.

**1. Meaning of Some Terms.** In this Agreement: (1) the terms "we," "us," "ours" and "Key Bank" mean Key Bank USA, National Association; (2) the terms "you" and "your" mean anyone who has activated the prepaid MasterCard debit Card that we have issued to you; (3) the term "Card" means the prepaid MasterCard debit Card issued to you by us that you may use to access the funds that constitute your Card Balance by the means described in this Agreement; (4) the term "Card Balance" means the amount of funds that has been loaded or reloaded onto your Card and that you may access with your Card, but reduced in the manner described below; (5) the term "Card Transaction" means any transaction using the Card, including the purchase of goods and services at retail merchants, point-of-sale ("POS") purchases, including internet and telephone or to obtain cash at any automated teller machine or cash-dispensing machine ("ATMs") that accepts Cirrus®, Maestro® or STAR®; and (6) the term "MasterCard" means MasterCard International Incorporated.

**2. Program.** Privacash, Inc. (the "Program Provider") is in the business of distributing and implementing prepaid cards to businesses that wish to market prepaid cards to consumers through the Program (the "Program"). We will issue from time to time, at the direction of the Program Provider, to participants in the Program, one or more Cards whereby such participants may perform Card Transactions wherever MasterCard debit cards are accepted. In addition to the terms and conditions hereunder, your Card is also governed by the Program Provider's terms and conditions, which terms and conditions may be amended from time to time by the Program Provider (the "Program Rules"). The Program Provider is not our or MasterCard's agent or partner. Neither us nor MasterCard shall have any liability or obligation for, and you hereby release us and MasterCard from, any and all claims arising in connection with (a) any action or omission of the Program Provider, its affiliates, agents, or alliance partners under the Program, (b) your use of the Card as a participant in the Program, and (c) your use of the Card in a Card Transaction. We may discontinue our participation in the Program at any time without notice to you.

**3. Using Your Card.** Your Card is not a credit card. There is no actual checking or other physical account associated with your Card. You cannot link your Card to any deposit or credit account you may have with us or with any other financial institution. Your Card is a prepaid, reloadable card that you may use to conduct Card Transactions, subject to certain restrictions set forth in this Agreement. Since your Card's value has been prepaid, you should treat it the same as cash. We have provided you with a pre-assigned personal identification number ("PIN") that will allow you to use your Card at any ATM to obtain cash or any POS terminal to purchase goods and services. You may use your Card at any POS terminal to make a purchase by selecting the debit option. When using your Card at a POS terminal we will charge you a POS transaction fee as set forth in the Schedule of Fees. You may use your Card to withdraw cash or view your Card balance at any ATM by selecting the checking account option. When you use your Card to obtain cash or to view your Card Balance, we will charge you a withdrawal fee ("ATM Withdrawal Fee") or a balance inquiry fee ("ATM Balance Inquiry Fee"), respectively, as set forth below in the Schedule of Fees. When you use your Card at a POS terminal with your PIN, we will charge you a fee ("PIN POS Fee") as set forth below in the Schedule of Fees. Any ATM Withdrawal Fee, ATM Balance Inquiry Fee or PIN POS Fee we charge you will be deducted from your Card Balance. In addition, ATM providers or financial institutions may charge you a separate fee ("ATM Surcharge Fee") if you use your Card to obtain cash at such locations that accept the Card for that purpose, and display the MasterCard®, Cirrus®, Maestro® or STAR® logos. Any ATM Surcharge Fee charged by the ATM provider or the financial institution is your responsibility and will be deducted from your Card Balance accessed by your Card.

Although you may allow a person authorized by you to use your Card, we shall have no obligation to respond to inquiries or claims about your Card Balance or Card Transactions made using your Card from anyone other than you. We further have no obligation to investigate whether you have authorized others to use your Card. Once the value of your Card is fully used, unless reloaded, it can no longer be used for further transactions, except for credits for returns that will be applied back onto your Card.

**4. Ownership of Card.** Each Card is Key Bank's property and is issued by Key Bank pursuant to a license with MasterCard. You must surrender it to us upon our request. Prior to surrendering your Card, you must black out your signature on the reverse side of the Card.

**5. Foreign Currency Exchange Conversion.** If you use your Card to make a Card Transaction in a foreign currency, MasterCard will convert the Card Transaction amount into U.S. dollars. MasterCard will use the procedures set forth in its operating regulations in effect at the time the Card Transaction is processed. Currently, those regulations provide that the currency conversion rate to be used is either a wholesale market rate selected by MasterCard or a government-mandated rate in effect one (1) day prior to the processing date, increased by an adjustment factor (currently 1%) established from time to time by MasterCard. We reserve the right to add one or more percentage points to this adjustment factor and retain the resulting proceeds from this increased amount for our own account. In any case, the currency conversion rate in effect on the processing date may differ from the rate in effect on the Card Transaction date or the posting date. The currency conversion rate used may be the same as, greater than or less than the amount that would be calculated by conversion through a financial institution in the country in which the Card Transaction occurred. We do not determine the currency conversion rate or adjustment factor that is used by MasterCard and we do not receive any portion of the currency conversion rate or adjustment factor imposed by MasterCard.

**6. Card Transactions.** When you use your Card for a Card Transaction, you are authorizing a reduction in your Card Balance in order to cover the Card Transaction. The full amount of each Card Transaction, including applicable taxes and fees, if any, will be deducted from your available Card Balance if such Card Balance is sufficient to complete the Card Transaction. A Card Transaction will not be authorized if your available Card Balance is not sufficient to cover such transaction. Credit will not be extended to you in connection with your use of the Card. If your Card Transaction amount is greater than your Card Balance, however, you may pay the difference in cash, by using another third party debit or credit card or by personal check, subject to the payment policy of the merchant. You must, however, know your Card Balance and instruct the merchant to process the transaction on the Card for the amount available. All Card Transactions will be subject to the terms and conditions of this Agreement and the Program Rules and nothing in this Agreement shall require us to authorize any Card Transaction. While you are actively enrolled in the Program, do not throw away your Card because any credits for returns will be applied back to your Card. If you permanently terminate your participation in the program for any reason, please destroy your card immediately.

**7. Schedule of Fees.** The following fees will be deducted from your account as applicable to your Program when you perform certain transactions or use certain services in connection with your Program and your use of the Card:

PIN/Signature-based/POS/Return Transaction Fee – Domestic	\$0.25
PIN/Signature-based/POS/Return Transaction Fee – International	\$1.75
Card to Card Transfer Fee (1)	\$2.75
ACH Funds Transfer Fee (2)	\$2.00
ATM Cash Withdrawal/Cash Advance Fee – Domestic (3)	\$1.50
ATM Cash Withdrawal/Cash Advance Fee – International – (3)	\$3.50 + 1.5%
ATM Cash Withdrawal/Cash Advance Surcharge Fee – Charged by ATM/Cash Advance operator (3)	Varies
Decline – ATM Cash Withdrawal/Cash Advance and ATM Balance Inquiry Fee – Domestic (3)	\$0.60
Decline – ATM Cash Withdrawal/Cash Advance and ATM Balance Inquiry Fee – International (3)	\$1.50
Account Closure/Redemption Fee	\$10.00
Replacement Card Fee	\$10.00
Dormancy/Inactivity Fee (4)	\$5.00
Monthly Account Maintenance Cardholder Fee (5)	\$4.95
<b>Customer Service – Automated Voice Response (6)</b>	<b>Free</b>
<b>Customer Service - Operator Assisted (6)*</b>	<b>Free</b>
Currency Conversion Fee-Charged for transactions in a foreign currency (7)	1.2%
Overdraft Fee - Charged pursuant to Section 13_	\$10.00
Load Fee (8)	Varies

1. This fee is charged to your Card Balance when you transfer funds from your Card to another Card issued under the Program.
2. This fee is charged to your Card Balance when you transfer funds from your Card to a bank account.
3. This fee is charged to your Card Balance and includes all ATM network fees. Please note that the ATM/Cash Advance owner may charge you additional fees for these transactions. These fees are generally disclosed during your transaction and deducted from your Card Balance. Certain Employer Programs may provide free ATM withdrawal transactions to their employees.
4. In the event a Card Transaction has not occurred for 120 days this fee will be charged to your Card Balance and will be applied monthly thereafter until a Card Transaction occurs.
5. This fee is charged to your Card Balance beginning the first month. This fee will continue after the expiration of the Card until (i) there are insufficient funds on your Card or (ii) in accordance with Section 10, you have requested us to return the remaining Card Balance.
6. This fee is charged to your Card Balance, on a per call basis, when calling our Customer Service automated voice response to (i) check your Card Balance or (ii) to get information with respect to your 5 most recent Card transactions. \*Excessive Operator Assisted calls can be subject to a \$2.95 fee.
7. This fee is charged to your account if you use your card outside the United States. A currency exchange may require additional fees paid to the bank or currency agent.
8. This fee is charged to your Card if you reload at any authorized retailer, online location or by calling a toll free number. Such retail merchant will disclose their reload fee to you before completing the transaction.

8. **Merchant Disputes; No Stop Payment.** You do not have any right to stop payment on any Card Transaction made using your Card. We are not responsible for any injury to you or to anyone else caused by any goods or services purchased with your Card. You are responsible for resolving all disputes with the retail merchant that accepted your Card regarding the quality of the goods and services purchased from such retail merchant by use of your Card.

9. **Card Value; No FDIC Insurance.** The maximum daily card balance cannot exceed \$500. All value on the Card is shown in United States dollars. The unused value or Card Balance accessible by the Card, and your rights regarding your use of the Card, are not insured by the Federal Deposit Insurance Corporation, or any other state or federal government agency; are not deposits at or other obligations of or guaranteed by us or any of our affiliates; and are subject to normal risks, including loss of all value. NOT FDIC INSURED – NOT A DEPOSIT – MAY LOSE VALUE

10. **Card Restrictions.** Your use of the Card is subject to the restrictions and limitations set forth in this Section 10, as well as those set forth elsewhere in this Agreement and the Program Rules. When purchasing gasoline using your Card, you should pay for your purchase at the gas station service counter and not at the automated fuel dispensers (i.e., gas pumps).

If your Program allows it, you may transfer value from your Card Balance to any bank account held by you by authorizing us in writing to place an electronic debit to reduce your Card Balance and transfer the value you authorize by crediting your checking or savings account at your designated bank (“ACH Transfer”), subject to the limitations set forth below. You may initiate an ACH Transfer by logging on to [www.privacash.com](http://www.privacash.com) or contacting Customer Service using the contact information below and we will provide you with the appropriate information and forms to begin the ACH Transfer. You will be charged a fee for each ACH transfer as set forth in the Schedule of Fees above. In addition your bank may charge fees for ACH Transfers. Neither Key Bank nor the Program Provider controls or is responsible for such fees.

If your program permits, you may reload or add additional value to your Card by calling a toll free number or by visiting certain retailers and online locations that are authorized to load funds onto your Card under the Program (“Load Money Transaction”). There is a fee to load additional funds on your card and you will be advised of the amount of the fee prior to completing the transaction. Unless otherwise expressly permitted by the Program, (i) the maximum amount of value that may be added to your Card via a Load Money Transaction on any calendar day is \$500.00 and (ii) the maximum amount of value that may be added to your Card via a Load Money Transaction in any calendar month is \$2,500.00. Key Bank and the Program Provider reserve the right, in their sole discretion, to increase or decrease the Load Money Transaction limits from time to time with notice to you. Your Card will expire on the date indicated on the front of the Card. If there are any funds remaining on the Card after the expiration date, you have up to twelve (12) months to request that we return those funds to you. Upon receipt of your request, the Program Provider will mail a check payable to you to your most recent postal address as indicated in its records minus all amounts owed in connection therewith (including all applicable fees and charges as described in this Agreement and the Program Rules and the amount of any Overdraft).

11. **Prohibited Activity.** You must use the Card for valid and lawful purposes only. If you use, or we suspect that you have used, the Card for any fraudulent, impermissible or illegal acts or such other similar purposes or transactions, including, without limitation unlawful gambling activities (herein called a "Prohibited Activity"), we may suspend or terminate you from the Program and/or cancel your Card. You must promptly reimburse the Program Provider, MasterCard and/or Key Bank, as the case may be, for all amounts or expenses incurred as a result of such use. If we cancel your Card due to your engaging in Prohibited Activity, we will attempt to notify you by U.S. mail or electronic mail. Upon cancellation of the Card privileges, you must immediately discontinue your use of the Card and either destroy it or return it to us at the address below\*. The suspension or cancellation of your Card privileges will not affect your rights and obligations under this Agreement, except that if such suspension or cancellation is due to any Prohibited Activity engaged in by you, you will forfeit, where permitted by law, the entire remaining monetary value on the Card. We reserve the right to block Prohibited Activity and not approve any authorization request for a Prohibited Activity. Card transactions for any Prohibited Activity made by or for your benefit shall be considered authorized by you, and you assume all responsibility and liability for all losses, costs and expenses you incur as a result of such use. If we take legal action or begin legal proceedings against you because of your default in the terms of this Agreement, you agree to pay reasonable attorney's fees and other costs of the proceedings. Your responsibility for such fees and costs shall in no event exceed the maximum amount permitted by law.

12. **Card Balance.** It is your responsibility to keep track of your Card Balance. When you use your Card to make a Card Transaction, you should be aware of the unused Card Balance to ensure that the amount of your Card Transaction does not exceed your available Card Balance. The full amount of each Card Transaction, including applicable taxes, tips and fees will be deducted from your Card Balance if such balance is sufficient to complete the Card transaction. The use of your Card to purchase goods and/or services constitutes a simultaneous reduction from and/or a demand upon the value available by access with your Card, even though the Card Transaction may not actually be posted to your Card Balance until a later date. We have the right to hold or restrict access to value in an amount greater than the Card Transaction amount authorized by a retail merchant until the Card Transaction is processed.

13. **No Overdrafts.** Any attempt to use your Card for purchases exceeding the available Card Balance (an "Overdraft") on your Card will not be authorized. Under certain circumstances, however, it is possible for you to charge amounts that exceed your Card balance ("Overdraft"). In such circumstances, we will hold you liable for such Overdrafts and reserve the right to charge you an overdraft fee ("Overdraft Fee") as set forth in the Schedule of Fees above. We have no obligation under this Agreement to allow any Overdraft on your Card. If we authorize a Card Transaction that results in an Overdraft, you agree to repay in full, promptly upon our demand, the amount of any and all Overdrafts, plus accrued interest thereon (at the highest rate permitted by applicable law), if any, plus all fees and expenses, including the Overdraft Fee and any reasonable attorney's fees, until paid in full. We reserve the right to cancel your Card if you attempt to charge goods and services that exceed your remaining Card Balance.

14. **Expiration or Termination of Your Card.** Your Card shall expire and no longer be valid for use upon the expiration date on the face of the Card. Prior to the expiration date on the Card, however, we may terminate your use of the Card at any time and for any reason (including Prohibited Activity as described in Section 11) without notice to you. Upon termination of the Card, you may claim any portion of the unused value of the Card Balance in writing, along with the Card, to Customer Service at the address below\* and requesting a refund of such unused value. We reserve the right to charge you a redemption fee as set forth above in the Schedule of Fees. After the expiration date on your Card, you can no longer use the Card for any Card Transaction. If you attempt to return goods or services to a merchant after the expiration date shown on the face of your Card, you will be subject to the return policy of such merchant.

15. **Electronic Funds Transfer Act; Periodic Statements.** Given the absence of any specific language, it is our stated position that your Card is not subject to the provisions of the federal Electronic Funds Transfer Act 915 USC 1693 et seq.) and Regulation E (12 CFR 205 et seq) ("Reg. E"). Despite our position, however, for your convenience only, we provide you with certain disclosures and other information in this Agreement that would be provided to you if Reg. E were applicable to your Card. This concession should in no way be interpreted or construed as our consent or agreement that your Card is legally governed, in whole or in part, by Reg. E or any similar state law or regulation.

To determine your remaining Card Balance or other information regarding your Card, please contact Customer Service. You hereby irrevocably waive any right you may have to receive a written or electronic statement showing the unused value available on your Card and the Card Transaction activity since the ending date for the last statement from us, unless you write us requesting that such periodic statement be mailed or electronically delivered to you. If you elect to receive a paper or electronic statement, your Card Balance will be charged a statement fee at the end of each statement period your Card is active or if the available Card Balance is insufficient, you must mail a money order to Customer Service payable to the Program Provider for each statement you request during the period your Card is active. You agree that these are reasonable procedures for sending and receiving periodic statements. Information regarding the unused value available on your Card may be available free of charge from the Program Provider.

16. **Customer Service.** You may contact Customer Service by phone at the toll free number on the back of your card, by facsimile at (419) 255-2327, electronically at [www.privacash.com](http://www.privacash.com) or you may write to us via mail at \*PrivaCash, Inc., Customer Service, P.O. Box 718, Toledo, OH 43697. Please contact Customer Service if you have any questions regarding the Program. All required receipts may be faxed or mailed to the above number or address. We reserve the right to charge you an operator assisted call fee as set forth in the Schedule of Fees above.

17. **Change of Terms.** Subject to any limitations of applicable law, we may at any time change, add, remove, or otherwise modify or amend any of the terms and conditions of, or add new terms and conditions to, this Agreement upon notice to you, including without limitation, increase or decrease the amount of an existing fee or establish a new fee chargeable to your Card Balance in connection with issuance or use of your Card. We will advise you of any change in the terms and conditions (including any change in the fees that are chargeable to your Card Balance) by posting the changes at [www.privacash.com](http://www.privacash.com) or at our option by mailing this notice to your address on our records. All changes shall be effective immediately, except any changes that increase fees or your liability under this Agreement shall be effective twenty-one (21) days after the date of posting to [www.privacash.com](http://www.privacash.com) or our mailing of such notice. Your continued use of the Card after our mailing the notice, or posting such changes to this Agreement (or a revised and restated Agreement) at [www.privacash.com](http://www.privacash.com) will constitute your acceptance of and agreement to be bound by such changes to this Agreement. You agree that these procedures are acceptable to you to provide you with notice of changes to this Agreement and the posting of any amendments to this Agreement at such website will constitute an amendment to this Agreement and supercede the affected terms and conditions of this Agreement.

18. **Your Privacy.** You hereby irrevocably authorize Key Bank USA, National Association and PrivaCash, Inc. to use, release and disclose to others, including, without limitation, any of their respective data processing service providers, for valid business reasons any information relating to your use of the Card in the Program and information regarding any Card Transaction or adjustments thereto.

19. **Your Liability.** You agree to make your best efforts to protect your Card against loss, theft or unauthorized use. To the extent permitted by applicable law, we are not responsible for lost or stolen Cards or any unauthorized transactions made with the Card. You agree to contact Customer Service immediately if you believe your Card has been lost or stolen or you believe there is any unauthorized use of your Card. Telephoning Customer Service is the best way to keep your possible losses down. How much of the loss you will have to bear will depend on the circumstances. You will not have to bear any of the loss for an unauthorized use of your Card if (i) you have exercised reasonable care in safeguarding your Card from the risk of loss or theft, (ii) you have not reported two or more other incidents of the unauthorized use of your Card in the 12-month period immediately preceding your report to us of the unauthorized use, and (iii) your Cardholder status, at the time of the reported unauthorized use of your Card, remains in good standing with us. If you fail to satisfy any of these conditions, you can lose up to \$50 if someone uses your Card without your permission, or, if your Card Balance is less than \$50, you can lose all of the money represented by your Card Balance. You also agree, to the extent permitted by law, to cooperate completely with us in any of our attempts to recover amounts from unauthorized users and to assist in their prosecution under law.

20. **Issuance of Replacement Cards; Refund of Card Balance.** You may request a replacement for your Card if it is lost or stolen, but we reserve the right in our sole discretion, to determine whether to issue a replacement for your Card. When you contact Customer Service regarding a lost or stolen Card, you must provide your Card number and expiration date shown on the front of your Card. If we do not issue a replacement, you may claim any portion of the unused value of the Card Balance in writing, along with the Card, to Customer Service at the address above\* and requesting a refund of such unused value. We reserve the right to charge you a redemption fee as set forth above in the Schedule of Fees.

21. **Our Liability; Limitation of Our Liability.** Except as required by applicable law, we shall have no liability, of any kind whatsoever, to you (i) for performing or failing to perform any services in connection with this Agreement, unless we have acted with malice or in bad faith; or (ii) for any merchant or other person that does not honor your Card or for any defects in or non-delivery of any goods or services purchased using your Card. Without limiting the foregoing, we shall not be liable for any failure to fulfill our obligations hereunder due to causes beyond our control, including acts or omissions of government or military authority, acts of terrorism, acts of God (including earthquakes and floods), shortages of materials, explosions, embargoes, telecommunications failures (including any systemic Internet failures and any interruptions in services of any of our Internet service providers), transportation delays, fires, labor disturbances, riots or wars. If a court finds that we are liable to you because of what we did or did not do under or in connection with this Agreement, you may recover only your actual damages. In no event will you be able to recover from us any indirect, incidental, special, consequential, exemplary or punitive damages, even if you are aware of or have been advised of the possibility of such damages. Any claims against us must be submitted no later than ninety (90) days after the date of the purchase transaction for which such claim relates or arises.

22. **Disclaimer of Warranties.** Unless otherwise required by law, the products and services provided under the Program are provided on an "as is" basis and without representations or warranties of any kind, either express or implied, including, without limitation, warranties of title, non-infringement, merchantability, fitness for a particular purpose, quiet enjoyment, security informational content, system integration or accuracy. You assume full responsibility and risk for your use of the products and services provided under the Program. Key Bank does not warrant that the products and services provided under the Program will be timely, secure, uninterrupted, accurate, or error free or that any defects in the products and services provided under the Program will be corrected.

23. **Error Resolution Notice.** In case of errors or questions about your Card and any Card Transaction (e.g. if you think your Card Balance or Card Transaction receipt is wrong or if you need more information about a Card Transaction listed on your Card Transaction statement or Card Transaction receipt), please contact Customer Service. Customer Service must hear from you no later than 60 days after the information was first provided to you that identified or related to the problem or error. When you contact Customer Service regarding your Card Balance or other information, you will be asked to: (i) provide your name, your Card number, your telephone number and your address; (ii) describe the error or transaction you are unsure about (including the date of the Card Transaction and the name of the retail merchant, if applicable), and explain as clearly as you can why you believe it is an error or why you need more information; and (iii) give the dollar amount of the suspected error.

If you tell Customer Service verbally, they may require that you send your complaint or question in writing within 10 business days. They will determine whether an error occurred within 10 business days after they hear from you and will correct any error promptly. If they need more time, however, they may take up to 45 days to investigate your complaint or question. If they decide to do this, we will re-credit your Card within 10 business days for the amount that you think is in error, so that you will have the use of the value during the time it takes Customer Service and us to complete our investigation. If Customer Service asks you to put your complaint or question in writing and they do not receive it within 10 business days of their request, we will not re-credit your Card. If Customer Service and us decide that there was no error, we will reverse the credit (if any) and you will be sent a written explanation within three business days after completing this investigation. You may ask for copies of the documents that were used in this investigation. If an error involves a Card Transaction that was initiated outside the territories or possessions of the United States, the District of Columbia, the Commonwealth of Puerto Rico or any subdivision of the above, the time period for communicating the results of our investigation will be extended to 90 days instead of 45. If an error involves a Card Transaction that occurred within 30 days after value is first loaded onto the Card, the time periods for communicating the results of an investigation will be extended to 20 business days instead of 10, and 90 days instead of 45.

24. **Independent Contractors.** Nothing in this Agreement shall be construed as constituting any partnership, joint venture or agency between or among Key Bank USA, National Association and Privacash, Inc. or any alliance partner or data processing service provider used by such parties.

25. **General Provisions.** You must notify Customer Service immediately by logging onto [www.privacash.com](http://www.privacash.com) or contacting Customer Service in writing when you change your address. You agree that any communication sent to you, at your last address on record with us, to have been received by you. This Agreement will be governed by the laws of the State of Ohio, without regard to conflict of law principles. This Agreement constitutes the entire agreement between you and us regarding your use of the Card. You cannot assign this Agreement to anyone else, and any unauthorized assignment of this Agreement by you will be null and void. We may delay or waive any of our rights at any time without waiving any of our rights at any future time. If any of the terms of this Agreement are invalid, changed by applicable law or declared invalid by order of a court, the remaining terms of this Agreement will not be affected, and this Agreement will be interpreted as if the invalid terms had not been placed in this Agreement. The headings in this Agreement are intended only to help organize this Agreement and are not intended to limit or define any party's rights or obligations hereunder.

26. **Binding Arbitration.** This Arbitration Provision sets forth the circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated instead of litigated in court. This Arbitration Provision will apply to your Card unless you notify us in writing that you reject the Arbitration Provision within sixty (60) days of receipt of your Card. Send your rejection notice to the following address: Key Consumer Payments, 4910 Tiedeman Road, Mail Code OH 01 51 0621, Brooklyn, OH 44144. Your notice must include your name and address your Card number(s) and must be signed by you. Your rejection notice should not include any other correspondence. Calling us to reject the Arbitration Provision or providing notice by any other manner or format than as described above will not operate as a rejection of this Arbitration Provision and consequently this Arbitration Provision will

become part of this Agreement. Rejection of this Arbitration Provision does not serve as rejection of any other term or condition of this Agreement. This Arbitration Provision will not apply to Claims previously asserted, or which are later asserted, in lawsuits filed before the effective date of this Arbitration Provision or any prior arbitration provision between you and us, whichever is earlier.

As used in this Arbitration Provision, the word "Claim" or "Claims" means any claim, dispute, or controversy between you and us arising from or relating to this Agreement, your Card or the Program, including, without limitation, the validity, enforceability, or scope of this Arbitration Provision or this Agreement. "Claim" or "Claims" includes claims of every kind and nature, whether pre-existing, present, or future. The word "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute, or controversy that arises from or relates to (a) any Card subject to the terms of this Agreement, (b) any electronic funds transfer from or to any Card, (c) advertisements, promotions, or verbal or written statements related to this Agreement, your Card or the Program, and (d) collection of unpaid amounts owed by you to us.

Any Claim shall be resolved, upon the election of you or us, by binding arbitration pursuant to this Arbitration Provision and the applicable rules of either the American Arbitration Association, J.A.M.S/Endispute or the National Arbitration Forum in effect at the time the Claim is filed (the "Arbitration Rules"). You may select one of these organizations to serve as the arbitration administrator if you initiate an arbitration against us or if either you or we compel arbitration of a Claim that the other party has brought in court. In addition, if we intend to initiate an arbitration against you, we will notify you in writing and give you twenty (20) days to select one of these organizations to serve as the arbitration administrator; if you fail to select an administrator within that twenty (20)-day period, we will select one. In all cases, the arbitrator(s) should be a lawyer with more than ten (10) years of experience or a retired judge. If for any reason the selected organization is unable or unwilling or ceases to serve as the arbitration administrator, you will have twenty (20) days to select a different administrator from those mentioned above; if you fail to select a different administrator within the twenty (20)-day period, we will select one. In all cases, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties.

**IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. YOU UNDERSTAND THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ARBITRATION ADMINISTRATOR MAY BE GREATER THAN THE FEES CHARGED BY A COURT.**

There shall be no authority for any Claims to be arbitrated on a class action or private attorney general basis. Furthermore, arbitration can only decide your or our Claim(s) and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable Arbitration Rules. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will pay all fees up to \$100.00 charged by the arbitration administrator for any Claim(s) asserted by you in the arbitration, after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again.) If you are required to pay any fees in excess of \$100.00 to the arbitration administrator ("additional fees"), we will consider a request by you to pay all or part of the additional fees. To the extent that we do not approve your request, the arbitrator will decide whether you or we will be responsible for paying any such additional fees. If the arbitrator issues an award in our favor, you will not be required to reimburse us for any of the fees we have previously paid to the administrator or for which we are responsible. Each party shall bear the expense of that party's attorneys', experts', and witness fees, regardless of which party prevails in the arbitration, unless applicable law and/or this Agreement gives a party the right to recover any of those fees from the other party.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1 et seq. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of any party, shall provide a brief written explanation of the basis for the award. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$10,000.00, any party can appeal the award to a three-arbitrator panel administered by the arbitration administrator which shall reconsider de novo (i.e. without regard to the original arbitrator's findings) any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal. You and we shall keep confidential any decision of an arbitrator made with respect to any Claim(s) arbitrated under this Arbitration Provision and, with the exception of disclosure to your or our attorneys, accountants, auditors, and other legal or financial advisors, shall not disclose such decision to any other person.

This Arbitration Provision shall survive expiry of all of your Cards subject to this Agreement and any earlier termination of this Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or this Agreement. In the event of a conflict or inconsistency between the applicable Arbitration Rules and this Arbitration Provision, this Arbitration Provision shall govern.

#### Contacting Arbitration Administrators

If you have a question about the arbitration administrators mentioned in this Arbitration Provision or would like to obtain a copy of their Arbitration Rules or fee schedules, you can contact them as follows: **American Arbitration Association**, 25050 Country Club Boulevard, Suite 200, North Olmsted, Ohio 44070, [www.adr.org](http://www.adr.org), (800) 891-4741, Arbitration Rules for the Resolution of Consumer-Related Disputes (applicable to requests for arbitration filed by a consumer involving a claim under \$10,000) or Commercial Arbitration Rules (for all other claims); **J.A.M.S/Endispute**, 222 South Riverside Plaza, Suite 1850, Chicago, IL 60606, [www.jams-endispute.com](http://www.jams-endispute.com), (800) 352-5267, Financial Services Arbitration Rules and Procedures, **National Arbitration Forum**, P.O. Box 50191, Minneapolis, MN 55405, [www.arbitration-forum.com](http://www.arbitration-forum.com), (800) 474-2371, Code of Procedure.