

OnCard® Visa® Prepaid Account Agreement

Effective April 3, 2018

1. Terms and Conditions for the OnCard Account

- A. By accepting and using your OnCard Prepaid Visa® Card, you agree to be bound by the terms and conditions contained in this OnCard Prepaid Account Agreement, the Schedule of Fees (the “**Agreement**”) which govern your OnCard Account (the “**Account**”) and use of the Card. This Agreement is between you and us. Review this Agreement carefully and keep it in your records.
- B. You are the legal owner of the Account and you are responsible for the actions of all Card Users on the Account. Please ensure that everyone using the Card understands the terms and conditions of the Agreement, including the Schedule of Fees.
- C. **This Agreement contains a jury waiver, a class action waiver and an arbitration agreement (or judicial reference agreement, as applicable), in Section 31. Read Section 31 carefully.**
- D. We may amend, add or delete (i.e., “**change**”) any term of this Agreement, including any fees and charges, at any time. We will notify you of any change, and any right to reject that change, as required by law. To reject a change, you must inform us in the manner and time period specified in our notice. We will then close your Account and return any remaining funds on your Account to you as provided in Section 24 below. If a change requires your consent, we may obtain that consent from you verbally, in writing or electronically. Whether or not consent is required, any further use of your Account after the effective date of the change shall constitute your consent and acceptance. Unless a longer period is specified by law, a reasonable period for any notice to you shall not exceed 25 days from being posted or sent.

2. Definitions for this Agreement

“**Bank**” means ZB, N.A. dba Zions First National Bank, the issuer of your Card and the holder of your Account.

“**Division**” means one of the divisions that ZB, N.A. operates through with trade names that include Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado, and Zions Bank (each a “**Division**”).

“**We,**” “**us,**” and “**our**” mean ZB, N.A. and its Divisions, successors, affiliates, and assigns.

“**You**” and “**Your**” mean the Primary Cardholder.

“**Account**” means your OnCard Prepaid Visa account, together with the associated account number, all that we grant you under that account, and all Cards issued under that account.

“**Card**” means any OnCard Prepaid Visa card(s) and associated card number(s) that your Division issues as part of your Account.

“**Primary Cardholder**” means the person, 18 years of age or older, who opened the Account. The Primary Cardholder is the legal owner of the Account and all funds in the Account, including all funds added by other Card Users.

“**Secondary Cardholder**” means the person, 18 years of age or older, who is added to an Account as an authorized user by the Primary Cardholder after the Account is opened and who has the same rights to load funds, conduct transactions, and manage Dependent Cardholders as the Primary Cardholder.

“**Dependent Cardholder**” means a person, 13 years of age or older, who is added to an Account by the Primary Cardholder or the Secondary Cardholder and who will be able to conduct transactions using the Card issued to that person. The activities of each Dependent Cardholder are subject to the Agreement and certain transaction and activity limits and other permissions determined by the Primary Cardholder or the Secondary Cardholder. The Bank may set minimum age and/or other eligibility requirements for transactions and features to be available to a Dependent Cardholder.

“**Card User**” means you, the Secondary Cardholder and any Dependent Cardholder(s) on your Account.

“**Funding Account**” means a U.S. checking or savings account at the Bank or another financial institution that has been verified and approved by the Bank and has been registered as a funding source by a Card User.

“**Schedule of Fees**” means the Schedule of Fees and Limits for your Division’s OnCard Prepaid Card, which is provided to you when you open your Account and is available on your Division’s OnCard Website and mobile application.

“OnCard Website” means your Division’s website, including the web pages, features, applications, and functionality available through that URL address. Your Division’s current Website is listed below. Your Division Website depends on which Division of ZB, N.A. provides your OnCard Account:

| <u>Customers of:</u> | <u>Division Website:</u> |
|--------------------------|--------------------------|
| Amegy Bank | oncard.amegybank.com |
| California Bank & Trust | oncard.calbanktrust.com |
| National Bank of Arizona | oncard.nbarizona.com |
| Nevada State Bank | oncard.nsbank.com |
| Vectra Bank Colorado | oncard.vectrabank.com |
| Zions Bank | oncard.zionsbank.com |

“Customer Service” means your Division’s Customer Service Department, which can be contacted at the telephone number below:

| <u>Customers of:</u> | <u>Call:</u> |
|--------------------------|--------------|
| Amegy Bank | 888-202-1006 |
| California Bank & Trust | 888-202-0716 |
| National Bank of Arizona | 888-202-0655 |
| Nevada State Bank | 888-202-0554 |
| Vectra Bank Colorado | 888-202-0453 |
| Zions Bank | 888-202-0305 |

3. **Funds Available in the Account**

The Card is a reloadable prepaid Visa card and is not a debit or credit card. The Card accesses the Account we have opened for your personal use, not for business or other use. The Card does not access any other account. You may access the funds available on the Card and deposit or “load” additional funds in the Account only as provided in this Agreement. The funds in the Account do not earn interest. The funds in the Account will be placed into a custodial account with the funds of other cardholders. This custodial account provides pass-through insurance from the Federal Deposit Insurance Corporation (“**FDIC**”) for your Account. Your funds are insured by the FDIC up to the per-depositor coverage limit in place (currently \$250,000 in most instances). Please note that the FDIC maximum insurance coverage applies to the aggregate of all funds that you have on deposit with ZB, N.A. in your individual capacity, including funds that you have in deposit accounts other than the Account with your Division and all other banks that are part of ZB, N.A.

The Account has no minimum balance requirements, but the total balance of funds in the Account cannot exceed the maximum balance limitation provided in the Schedule of Fees. Please note that the Primary Cardholder and the Secondary Cardholder share the same available funds balance. Each Dependent Cardholder has a separate available funds balance. In addition to the shared available funds balance, the Primary Cardholder and Secondary Cardholder can load funds to, and withdraw funds from, the available funds balance of each Dependent Cardholder. The maximum balance calculation includes all Card User balances — the shared Primary Cardholder and Secondary Cardholder balance plus all of the separate Dependent Cardholder balances.

All Card Users should keep a record of their withdrawals, fees, and other transactions on the Account so that they always know their current balance. Because of operational constraints related to processing and posting transactions on the Account, there may be times when the actual balance is more or less than the funds made available to Card Users or the balance shown on the Account online, on your Division’s OnCard Website or mobile application, on any balance inquiry by phone or at an ATM, or otherwise. The amount of funds shown on the records of the Bank as available in the Account will be determinative of the balance in the Account, unless you can show us differently to our satisfaction. At any particular time, our records may not yet reflect all transactions on the Account. Please also see Section 10 for a description of authorization holds.

There is no credit line associated with the Account. This means that Card Users must have a sufficient available funds balance for their Cards at the time of a transaction in order to pay for the transaction and any applicable fees. If a merchant or an ATM operator submits a transaction for a Card User for an amount (including any applicable fees) that is greater than the current available balance for that Card User, the Bank has no obligation to approve

that transaction, even if we previously approved other transactions on the Card for which there were not enough funds.

4. **Opening the Account; Adding Card Users**

Account Opening. The Primary Cardholder can apply for an Account through your Division's Online Banking or at your Division's branch. The Primary Cardholder must have a checking or savings account at the Bank in order to open the Account. The Primary Cardholder must designate a Funding Account as part of the account opening process. A Primary Cardholder must complete the opening of the Account before a Secondary Cardholder or one or more Dependent Cardholders can be added to the Account.

Secondary Cardholder. The Primary Cardholder may request to add a Secondary Cardholder to the Account as an authorized user after opening the Account. A Secondary Cardholder must be at least eighteen (18) years old. The Primary Cardholder may make the request as follows:

- By using your Division's OnCard Website or mobile application; or
- By visiting a Bank branch.

The Secondary Cardholder will be required to complete an enrollment process, including identity verification, to be added to the Account. We will determine, in our sole discretion, whether or not to approve the Secondary Cardholder. If we approve your request, a Card will be issued in that person's name. The Secondary Cardholder will have the same rights to load funds, conduct transactions, and manage Dependent Cardholders as the Primary Cardholder.

Dependent Cardholder. You or the Secondary Cardholder may request to add up to five (5) Dependent Cardholders to the Account.

The Primary Cardholder or Secondary Cardholder may make the request as follows:

- By using your Division's OnCard Website or mobile application; or
- By visiting a Bank branch.

The Dependent Cardholder will be required to complete an enrollment process, including identity verification, to be added to the Account. We will determine, in our sole discretion, whether or not to approve each request for a Dependent Cardholder. If we approve the request, a Card will be issued in that person's name. When adding a Dependent Cardholder, you or the Secondary Cardholder will be asked to determine what transactions, features, and limits you would like to include for that specific Dependent Cardholder. Some transactions and features (such as use of your Division's OnCard Website or mobile application) may have minimum age and/or other eligibility requirements.

Your Responsibility. By requesting to add a Secondary Cardholder or a Dependent Cardholder, you agree that the person can use your Account as provided in the Agreement and you accept responsibility and liability for their activity on the Account. You also agree to ensure that the Secondary Cardholder or Dependent Cardholder understands and abides by the terms of the Agreement, including the security procedures in Sections 5, 15, and 18.

5. **Activating a Card**

During the Card activation process, each Card User will be provided with a personal identification number ("PIN") which will allow the Card User to use the Card at ATMs and to make purchases where entering a PIN is allowed. (Please note that you or the Secondary Cardholder will determine whether each Dependent Cardholder has the right to use the Card at ATMs.)

Card Users can activate their Cards by:

- Using your Division's OnCard Website or mobile application; or
- Calling your Division's Customer Service from within the U.S. or 954-233-4093 from outside the U.S.; or
- Visiting a Bank branch.

The Card and PIN are provided for each Card User's use and protection, and each Card User will:

- Not disclose the PIN nor record it on the Card or otherwise make it available to anyone else;
- Use the Card, the PIN and any ATM only as instructed;
- Promptly notify us of any loss or theft of a Card or PIN (see Section 18); and
- Be liable for any transactions made by a person that a Card User authorizes or permits to use their Card and/or PIN.

If a Card User permits someone else to use their Card, we will treat this as if the Card User has authorized this person to use their Card and you will be responsible for any transactions initiated by such person with that Card.

There is a panel on the back of the Card for a signature. Each Card User should sign this panel upon receiving the Card to help protect against unauthorized use. However, your responsibility and liability for transactions with the Card, as described in the Agreement, does not depend on whether or not each Card User signs their Card.

All Cards are the property of the Bank. We can require Card Users to surrender their Cards to us, or to any merchant or financial institution where a Card User has presented the Card. The Card is not valid after the printed expiration date, but we may suspend, cancel, replace or renew Cards at any time.

6. Loading Funds into the Account

Primary Cardholder and Secondary Cardholder Methods. You or the Secondary Cardholder may deposit funds in the Account as described below:

- Through direct deposit by someone who makes regular payments (each, a **“Direct Deposit”**) to you or the Secondary Cardholder, such as an employer;
- From a Funding Account using your Division’s OnCard Website or mobile application; and
- At a Bank branch, by depositing cash or check(s) or requesting a fund transfer from a Funding Account.

Primary Cardholder Only Methods. You may deposit funds in the Account from a Funding Account at the Bank from your Division’s OnCard Website or mobile application.

Dependent Cardholder Methods. If permitted by the Primary Cardholder or Secondary Cardholder, a Dependent Cardholder may deposit funds that will be added to the Dependent Cardholder’s funds balance as described below:

- Through Direct Deposit;
- From the Dependent Cardholder’s Funding Account using your Division’s OnCard Website or mobile application; and
- At a Bank branch, by depositing cash or check(s) or requesting a fund transfer from the Dependent Cardholder’s Funding Account.

Registering a Funding Account. Card Users can request to register a U.S. checking or savings account held with the Bank or another financial institution as a Funding Account through your Division’s OnCard Website, mobile application, or at a branch. The account being registered must be in the legal name of the Card User who is requesting to register the account. The Bank may require the Card User to undertake certain actions in order to complete the registration process.

Fees and Limitations. The loading of funds is subject to the fees, charges, and limits in the Schedule of Fees. These limits apply in the aggregate to use by all Card Users and may apply individually to Card Users. For purposes of daily limitations, we use a rolling 24-hour period.

Availability of Funds. Our policy is to make funds loaded to the Account or a Card available to the appropriate Card User(s) on the day we actually receive the funds, subject to the terms of the Agreement (including provisions relating to negative balances).

Ownership of Funds. The Primary Cardholder is the legal owner of the Account and all funds in the Account, including all funds added by other Card Users.

7. Use of the Card

Permitted Transactions. Card Users can perform the following types of transactions, subject to the transaction limits imposed by the Bank on all Card Users and subject to the transaction restrictions imposed by the Primary Cardholder or Secondary Cardholder on the types of transactions that may be performed by each Dependent Cardholder:

- At any merchant that accepts Visa Debit Cards (a **“Visa Merchant”**), to purchase goods and services and, for a transaction using a PIN, to obtain cash (subject to any limitations imposed by the merchant);
- At an automated teller machine operated by the Bank (a **“Bank ATM”**) or an automated teller machine displaying the Visa or PLUS logos or other appropriate network logos or identification (a **“Visa ATM”**), to:
(i) make withdrawals of cash up to the amount of funds available on the Card (including any fees charged for that withdrawal); or
(ii) obtain Card balance information. (Some of these services may not be available at all ATMs. For example, it may not be possible to withdraw all of the funds available on the Card at a particular ATM because it permits withdrawals only in multiples of twenty dollars (\$20));

- At the teller window of a Bank branch, to obtain cash up to the amount of funds available on the Card;
- At the teller window of any other bank or financial institution displaying the Visa logo (a “**Visa Bank**”), to obtain cash up to the amount of funds available on the Card (including any fees charged for that transaction); and
- To authorize others to originate one-time or recurring debits to the Card (for example, to pay recurring bills).

Fees and Limitations. The use of funds is subject to the fees, charges, and limits in the Schedule of Fees. These limits apply in the aggregate to use by all Card Users and may apply individually to Card Users. For purposes of daily limitations, we use a rolling 24-hour period.

Non-Performance of a Transaction. We are not responsible or liable for any claim arising from or related to the refusal or delay of any Visa Merchant, Visa ATM operator, Visa Bank or other person to honor or return a Card or perform any action regarding the Account.

8. **Fees and Charges on the Account**

Our Fees and Charges. You acknowledge that you have been provided the current Schedule of Fees. We may change the amount and kinds of fees as provided in Section 1 above. You agree to pay any and all applicable fees in effect from time to time, until all use of the funds available in your Account is terminated, as provided in Section 24 below. You authorize us to debit these fees from the funds available in the Account without any further notice or demand, even if your Account is inactive, abandoned, or unclaimed. We shall not be liable for refusing to complete any transactions on a Card because of insufficient funds resulting from debiting these fees and charges.

Fees and Charges by Other Parties. If a Card is used at a Visa ATM, the Card User may be charged a fee by that ATM’s owner, operator, or network, and the Card User may be charged a fee for a balance inquiry even if no funds are withdrawn at that Visa ATM. In addition, the Card User may be charged fees by third parties for use of a Card, such as (i) Visa Merchants for cash withdrawals in connection with point of sale transactions, and (ii) Visa Banks for cash withdrawals at their branches.

9. **Negative Account Balances; Collection Expenses; Attorneys’ Fees; Venue in Utah**

Each time a Card User uses the Card to spend, withdraw, or send money, the amount of the transaction and any associated fees will be debited from the available funds balance for the Card. Typically, Card Users cannot exceed the Card User’s available funds balance. We may not authorize a transaction using a Card if it exceeds the amount available for that Card User. However, under certain limited circumstances, Card Users may be able to perform a transaction that exceeds the available balance. If this happens, you will remain fully responsible for the amount of the purchase or withdrawal which exceeded the balance available for that Card User, and you agree immediately to repay to us all negative balances. If you fail to do so, we shall have the right to terminate the Account and the right to initiate collection proceedings against you in compliance with applicable law. We also reserve the right to automatically debit amounts due to us from any subsequent credits to the Account, including all Dependent Cardholder balances.

You agree to pay our reasonable collection expenses, whether or not any court or arbitration proceedings are filed. Collection expenses include reasonable attorneys’ fees, the related cost of Bank staff (including in house counsel), and out-of-pocket expenses (whether or not such expenses are awardable as “court costs”). Unless prohibited by law, you agree that we may bring legal action against you in the State of Utah, regardless of where you reside.

10. **Authorization Holds; Authorization Requests by Certain Merchants**

When a Card is used for certain kinds of transactions, the merchant accepting the Card may request advance authorization of that transaction, and may estimate the amount of the transaction. If we authorize a transaction on a Card, we may place a temporary hold on the funds available on the Card for the amount of that advance authorization, which we refer to as an “**Authorization Hold.**” An Authorization Hold is not payment for an authorized transaction, but it will reduce the funds available on the Card by the amount of the hold. We will make payment for a transaction only after the actual transaction is presented to us.

Under the Visa rules governing Card transactions, merchants generally are permitted to request authorization only for the actual amount of a transaction. However, certain kinds of merchants in specified situations are permitted to request authorization for a card transaction in an amount different from the amount of the actual transaction. For example, certain merchants may request authorization for the estimated amount of a transaction, and others may request authorization for an amount up to 20% over the amount of the actual bill in order to cover an anticipated tip. When we receive an authorization request from a merchant, we do not receive information from which to determine whether the request covers the actual amount of a transaction, an estimated amount, or whether the merchant’s request exceeds the amount permitted by the Visa rules. For example: If a Card User uses a Card at a fuel pump, we will be asked to authorize a fixed amount established through Visa, which may be more than the cost of the fuel

you plan to pump. To avoid an Authorization Hold that exceeds the amount of the actual purchase, do not swipe a Card at the fuel pump. If a Card User uses a Card to pay for a \$50 dinner, the restaurant may request authorization for a \$60 transaction, as permitted by the Visa rules. If a Card User uses a Card at a bar to order drinks totaling \$10, the bar might request authorization for a \$50 transaction in anticipation that the Card User will place additional orders. Even though this practice is not permitted by the Visa rules, we cannot make this determination at the time we receive the authorization request.

An Authorization Hold generally will be released within three (3) business days after the date of the actual transaction. However, certain merchants, especially rental car companies, hotels, and others that authorize high dollar amounts may cause an Authorization Hold to remain in effect for an extended period of time. Card Users can obtain each Authorization Hold amount against the funds available on their Cards at any time by calling your Division's Customer Service from within the U.S. or 954-233-4093 from outside the U.S. or logging in to your Division's OnCard Website or mobile application, or visiting a branch.

11. **Foreign Transactions**

All Foreign Transactions made with the Card will be posted in U. S. dollars. "**Foreign Transaction**" means any transaction on a Card that is made: (a) in non-US currency; (b) outside the United States; or (c) with a non-US merchant, even if that transaction is made in U.S. currency. Card transactions in non-US currency are converted to U. S. dollar amounts by Visa, using Visa's currency conversion procedure and rate. For each Foreign Transaction, the Card User will be charged a Foreign Transaction fee equal to 3% of the transaction amount. This Foreign Transaction fee will be posted as a separate item on the Card transaction history. This fee will be charged whether or not there is a currency conversion in connection with the Foreign Transaction.

12. **No Illegal Use; OFAC Sanctions; Internet Gambling Prohibited**

The Account or any Card may not be used: (a) for any illegal purpose; (b) for any transaction or in any manner that violates the law; (c) to conduct transactions in any country or territory, or with any individual or entity, that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"); or (d) to gamble online, including with a mobile application.

You acknowledge and agree that it is your responsibility to ensure that Card Users determine the legality of each transaction in all applicable jurisdictions before entering into any transaction. Display of the Visa logo or any other logo by any person accepting the Card does not indicate that the transaction is legal in all applicable jurisdictions. You agree to monitor use of the Card by Dependent Cardholders under the age of eighteen (18) to ensure that they are not using the Card for transactions not permitted for persons under the age of eighteen (18). You further acknowledge and agree that we have no obligation to monitor, review, or evaluate Card User transactions for legality and that we may presume that all Card User transactions are legal in all applicable jurisdictions.

We may also block use of the Account or the Card in countries or territories subject to OFAC sanctions. You also agree that Card Users will not use their Cards in connection with any online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We have the right (but no obligation to you) to decline or block any transactions that we believe may be prohibited under this section. To the fullest extent permitted by law, you further agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by a Card User that is determined to be illegal. You remain liable for, and you must indemnify us for, any transactions made in violation of this section.

13. **Information About Card Transactions and Balance; Digital Alerts**

Transaction Receipts. At the time a Card User uses a Card to make a purchase or make a payment at a Visa Merchant, to make a withdrawal at a Visa ATM, to obtain cash at a Bank branch, or to obtain cash at any Visa Bank, the Card User may obtain a receipt for the transaction.

Balance Information. Card Users may obtain information about the current available balance on their Card by calling your Division's Customer Service from within the U.S. or 954-233-4093 from outside the U.S., by logging into your Division's OnCard Website or mobile application, by using any Bank or Visa ATM, or by visiting a Bank branch.

Because not all transactions, fees, and charges are posted to the Card at the time they occur, the balance information obtained from any of these sources may not reflect immediately all transactions conducted or all fees to be charged to the Card.

Transaction History. The Primary Cardholder or Secondary Cardholder may access an electronic history that covers at least 60 days of Account and Card transactions, by logging into your Division's OnCard Website or mobile application, calling your Division's Customer Service from within the U.S. or 954-233-4093 from outside the U.S., or visiting a branch. In addition, the Primary Cardholder or Secondary Cardholder may obtain a 60-day written history of Account and Card transactions by writing us at the mailing address provided in Section 30. If the Primary

Cardholder or Secondary Cardholder requests to receive a written history through the mail, you agree to pay the fee, if any, specified in the Schedule of Fees in effect from time to time.

A Dependent Cardholder may obtain an electronic history that covers at least 60 days of their Card transactions, by logging into your Division's OnCard Website or mobile application, calling your Division's Customer Service from within the U.S. or 954-233-4093 from outside the U.S., or visiting a branch. In addition, a Dependent Cardholder may obtain a 60-day written history of their Card transactions by writing us at the mailing address provided in Section 30. If a Dependent Cardholder requests to receive a written history through the mail, you agree to pay the fee, if any, specified in the Schedule of Fees in effect from time to time.

Digital Alerts. Card Users who use your Division's OnCard mobile application may request to receive notices alerting them to specific transactions on their Card (each, an "**Alert**"). Currently, we provide Alerts only through push messaging in your Division's OnCard mobile application.

Receipt of any Alert may be delayed or prevented by the Card User's telecommunications carrier or other third parties. We do not guarantee either: (a) the delivery or the accuracy of any information provided through the Alerts service; or (b) continuous or uninterrupted access to Alerts. We are not responsible for any delay, failure or error in a Card User's enrollment for Alerts or in the transmission or content of information provided through Alerts. We will not be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through Alerts, from any inaccurate information provided through Alerts, from a Card User's use of or reliance on any information provided through Alerts, or from your inability to access Alerts. Alerts are not encrypted. You acknowledge that, although we may not show the Card number for any Alert, the Alert may include information about the Card User and/or the funds available on their Card. Anyone with access to the mobile phone or other mobile device ("**Mobile Device**") receiving the Alerts through push messaging may be able to view the contents of the Alerts even when the Mobile Device is locked.

The Bank does not charge Card Users any fee to enroll in or receive Alerts. However, mobile network operator data charges may apply to Alerts sent to a Mobile Device. Card Users should check with their mobile network operator regarding whether data charges may apply to receipt of Alerts.

14. **Accurate Information; Changes to Contact Information**

It is solely your responsibility to ensure that all information provided to us by Card Users in connection with opening the Account and issuing Cards is accurate. It is your sole responsibility also to ensure that the contact information for all Card Users is updated whenever there is a change, including each Card User's name, home or mailing address, phone number, and e-mail address. Card Users may make changes to their contact information by contacting us as provided in Section 30 below. We shall have no liability for any payment processing errors, operational problems or any fees Card Users may incur as a result of inaccurate or outdated contact information. Until you provide updated information, we can send notices and other communications to the name and address in our current records and they will be deemed effectively delivered for all purposes. If your mailing address appears to be no longer valid, you agree that we may suspend mailing notices and other communications until a valid address is received from you.

15. **Security Procedures**

To access your Division's OnCard Website or mobile application, Card Users will be provided with and/or required to select or create one or more authentication credentials, such as username and passwords, all of which are referred to in this Agreement together and separately as "**Security Credentials.**" We require Card Users to use the Security Credentials to gain access to your Division's OnCard Website or mobile application. From time to time, we may require Card Users to select or create different Security Credentials and may change the types of security techniques used to access your Division's OnCard Website or mobile application.

You understand and agree that you are responsible for ensuring that all Card Users:

- Protect the confidentiality and security of their Security Credentials;
- Use strong passwords; and
- Not reveal or share their Security Credentials with any other person.

If a Card User permits any other person to use their Security Credentials to access your Division's OnCard Website or mobile application, you are responsible for any and all transfers of funds from any Funding Account to their Card that the other person may perform on your Division's OnCard Website or mobile application.

16. **Disputes with Merchants**

If a Card User uses a Card at a Visa Merchant and a dispute arises about that Card transaction, you agree to make a good faith effort to settle the dispute with the Visa Merchant. You may request us to assist in settling any unresolved dispute by contacting us as provided in Section 30 below. Except as expressly provided in Section 17 below, Card Users cannot initiate “stop payment” requests for transactions made through the use of a Card.

17. **Preauthorized Recurring Payments; Stop Payment Request**

Preauthorized Recurring Payments. If a Card User has authorized any person to debit recurring payments from the funds available on their Card at substantially regular intervals and these payments may vary in amount, the person submitting the debit request will tell the Card User, at least ten (10) days before each payment, when it will be debited and how much it will be.

Stop Payment Request. To make a stop payment request for a preauthorized payment, Card Users must contact us as provided in Section 30 below. Card Users must contact us at least three (3) business days before the date of a preauthorized payment for us to place a stop payment. To honor a stop payment request, we must replace the Card of the Card User whose payment is being cancelled. After we receive and act on a stop payment request, the Card User will not be permitted to access funds on the Card until the Card User receives and activates a replacement Card from us, which may take up to seven (7) calendar days. All replacement Cards will be sent to the Primary Cardholder. Unless you instruct us otherwise, we will transfer any balance of funds available on the old Card to the new Card. Card Users must contact us at least three (3) business days before the date of a preauthorized payment for us to place a stop payment.

When the Account or a Card is terminated, as provided in Section 24, you must contact all parties authorized to charge recurring payments to your Account or Card to cancel future transactions. Such transactions may continue to be charged to your Account or Card until you change the billing instructions for those recurring payments, and you will be liable for those transactions.

18. **Lost or Stolen Cards; Unauthorized Use; Your Liability**

Unauthorized Use. Tell us immediately if you or another Card User believe any Card on the Account has been lost, stolen or used without permission. Calling your Division’s Customer Service from within the U.S. or 954-233-4093 from outside the U.S. is the best way of keeping your possible losses down. Unless you or another Card User reports to us promptly, you could lose all the funds available on your OnCard Account.

You will have no liability for an unauthorized use of any Card or the Account if the following conditions are met: (i) the Card was used for a transaction other than at an ATM, and the transaction was processed through the Visa Network; (ii) you or another Card User have promptly reported the loss, theft or unauthorized use of the Card to your Division; and (iii) neither you nor any other Card User acted in a grossly negligent or fraudulent manner in handling the Card. Otherwise, the provisions below will govern your liability for the unauthorized use of any Card.

If the above conditions are not satisfied, for an unauthorized use of any Card on the Account, if you or another Card User notify us within two (2) business days after learning of the loss, theft or unauthorized use of the Card, your liability will not exceed \$50 if someone used the Card without the permission of the Card User. If you or another Card User do NOT notify us within two (2) business days after learning of the loss, theft, or unauthorized use of the Card, and we can prove we could have stopped someone from using the Card without permission if you had told us, your liability could be as much as \$500.

Also, if you review your transaction history and discover Card transactions that neither you nor any Card User made, tell us at once. If you do not tell us within sixty (60) calendar days after you access your electronic transaction history or after we send a copy of your requested transaction history, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period in our sole discretion. If you do not tell us within 120 days after the alleged unauthorized transfer was credited or debited to your Account, you may not get back any money unless your delay was due to extenuating circumstances.

Card Users can report the loss, theft or unauthorized use of a Card by:

- Calling your Division’s Customer Service from within the U.S. or 954-233-4093 from outside the U.S.;
- Logging in to your Division’s OnCard Website or mobile application and clicking on Card Management in the main menu and selecting Report Card Lost/Stolen; or
- Visiting a Bank branch.

Authorized Use. Your liability includes all transactions, fees, and charges made by all persons that any Card User permitted or gave express, implied or apparent authority to use the Account or a Card – even if you were unaware of the activity.

19. **Our Liability**

If the Bank does not complete a transfer of funds to or from a Card on time or in the correct amount in accordance with this Agreement, we will be liable for your losses or damages. However, there are some exceptions. The Bank will not be liable in the following circumstances:

- If, through no fault of ours, the Card User does not have enough funds available on the Card to make the transfer;
- If the ATM where the Card User is attempting to make a withdrawal does not have enough cash;
- If any terminal or system was not working properly and the Card User knew about the breakdown when the Card User started the transfer;
- If we are prohibited by law from completing the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the Card transaction, despite reasonable precautions that we have taken;
- If withdrawals from the Account have been prohibited by a court order such as a garnishment or other legal process;
- If the Card User(s) have exceeded the limitations on frequency of transfers, dollar amount of transfers or balance amounts;
- If a merchant, financial institution, person-to-person payment service or other party refuses to make a transfer or accept a transfer from the Card;
- If we have reason to believe that the transfer has not been properly authorized or is fraudulent; or
- If our failure was not intentional and resulted from a bona fide error, notwithstanding our procedures to avoid such error, except for actual damages, which do not include indirect, incidental, special, consequential, punitive or exemplary damages.

There may be other exceptions to liability stated in this Agreement or otherwise provided by applicable law.

20. **Disclaimer of Liability**

In providing the Account and related services, we disclaim any duty or responsibility other than those expressly set forth in this Agreement.

21. **Our Right of Set-Off**

You acknowledge that, except as otherwise prohibited by law, we have the right to set off against your Account and any Card User funds balance, any indebtedness or other obligations which you owe us, at any time, without any further notice to or demand on you, whether the indebtedness or other obligations exist at the time your Card is issued or arise later. The indebtedness includes, without limitation, all charges and any negative balance incurred on any account you hold with us. You agree that, subject to applicable state laws, we may set off against the Account any claim which we have against you without regard to the source or ownership of the funds on the Account.

22. **Disputes**

Without prior written notice to you, we may hold funds on the Account subject to a claim or we may pay the source of the claim when we receive any notice, claim, or court order which we believe may affect the Account (such as liens, garnishments, attachments, levies, injunctions, or other orders of a court or other governmental agency), regardless of the form or manner in which we receive the notice, claim, or court order and regardless of whether we are a named party to the notice, claim, or court order. We will not be responsible for refusing to let you withdraw funds from the Account or refusing to pay transactions on the Account during the time we are holding the funds because of the claim or after we have paid funds to the source of the claim.

In the event of any controversy with respect to the Account, such as a claim against funds in the Account, we may refuse to pay any funds to anyone until we are satisfied that the controversy is resolved, or we may continue to honor your authority as reflected on our records. We will not be responsible for any damages you or another Card User may suffer as a result of our refusal to allow you or anyone else to withdraw funds or make charges due to the controversy, or our allowing you to continue to conduct transactions on the Account during the controversy. We also

may interplead the funds in the Account in a court of appropriate jurisdiction, naming all of the claimants on the Account as defendants in the interpleader action. You agree to reimburse us for all expenses we incur in an interpleader action, including attorneys' fees and costs, and we may obtain reimbursement of those expenses from the Account without notice to you.

23. **Inactive or Abandoned Cards**

Bank may place an Account or Card(s) on inactive status if there are no funds in the Account or there are no credits to or transaction on the Account or Card after an extended period of time, as determined by the Bank in its sole discretion. Once an Account or Card has been placed on inactive status: (i) certain Card transactions may be declined; (ii) Card Users may not be able to access Card transaction history and information; and/or (iii) you may need to contact us as provided in Section 30 in order to reactivate the Account and/or the Card. Cards and/or the available funds on the Cards also may be presumed abandoned after a period of time specified by applicable law. Card funds that are presumed to be abandoned will be escheated to the appropriate state in accordance with applicable law. For purposes of escheatment, any funds balances of Dependent Cardholders are deemed to be your funds.

24. **Termination**

The rights of Card Users to have funds loaded onto their Cards (referred to as "**Loading Rights**") and the right of Card Users to use their Cards (referred to as "**Use Rights**") may be terminated as provided below:

- You may terminate your Account or the Loading Rights and/or Use Rights of any or all Card Users at any time by notifying us at as provided in Section 30; or
- We may terminate your Account or the Loading Rights and/or Use Rights of any or all Card Users, for any reason or for no reason, and without any prior notice to you or other Card Users.

Once a Card User's Loading Rights have been terminated:

- We may, without any liability to you or the Card User:
 - Refuse to load funds or accept any credits to that Card User's Card, whether from Direct Deposits or otherwise; and
 - Continue to assess any fees otherwise applicable against any funds remaining on that Card User's Card.
- Unless we have terminated a Card User's Use Rights, a Card User may continue using the Card to withdraw any funds remaining on their Card.
- If we have terminated any Dependent Cardholder's Use Rights, we will transfer any funds remaining on the Dependent Cardholder's Card to your available funds balance.

All Loading Rights for a Card User automatically terminate when a Card User's Use Rights are terminated.

All Card User's Use Rights automatically terminate when:

- The Card User's Loading Rights have been terminated as provided above; and
- No funds remain on the Card User's Card.

Once a Card User's Use Rights have been terminated:

- We may, without any liability to you or the Card User:
 - Refuse to honor any Card transactions presented to us for payment;
 - Refuse to load funds or accept any credits to the Card User's Card, whether from Direct Deposits or otherwise; and
 - Continue to assess any fees otherwise applicable against any funds remaining on the Card User's Card.

We will transfer any funds remaining on a terminated Account (including any funds balances of Dependent Cardholders) to your Funding Account. If your Funding Account is closed, we will send a check for any funds remaining on a terminated Account (including any funds balance of Dependent Cardholders) to you at the current mailing address shown on our records for you. Subject to applicable law, you agree that, if the funds remaining are \$1 or less, we do not have to return those funds to you. If we terminate your Use Rights, we will send the check at no additional charge to you. If you terminate your Use Rights, you agree to pay the fee, if any, specified in the

Schedule of Fees in effect at the time of your termination. We have no obligation to provide you with a check for any funds available on the Account until all Use Rights have been terminated.

If, after termination of a Card User's Loading Rights and/or all Use Rights, anyone attempts to load funds to the Card, we may accept the funds and set off your indebtedness to us (including any applicable fees and charges) against these funds. Termination of your Loading Rights and/or all Use Rights, however the termination may occur, shall not affect prior transactions or obligations relating to the Account existing at the time of the termination. We will have no liability to you or any Card User for any damages that you or any Card User may suffer as a result of termination of a Card User's Loading Rights or Use Rights.

25. Survival

All rights to use the Card or make changes to your Account terminate when your Account is closed. All of our rights and your obligations remain in effect until the Account is closed and any negative balance is paid in full. The provisions of this Agreement that relate to any obligation or liability arising prior to termination, or the resolution of any dispute regarding such obligation or liability, shall survive the termination of this Agreement by either party. By way of example and without restricting the foregoing, the arbitration provisions contained in Section 31 shall survive termination.

26. Notice to You

In order to receive notices, you accept responsibility to assure that the contact information you have provided to us is always current and accurate, as required by Section 14 above.

Electronic Notices. We may send an electronic notice to you, in our discretion, either (i) by e-mail to one or more of the e-mail addresses we have in our records for you, or (ii) through your Division's OnCard Website or mobile application so that you receive the notice when you log in.

Mailed Notices. We will not mail any information to an address that the U.S. Postal Service has informed us is "undeliverable" or otherwise invalid. We may, but are not required to, change the address for you in our records if the U.S. Postal Service notifies us of a new address for you, and you waive any and all claims against us that arise in connection with any mail forwarded to you or sent to an address for you supplied to us by the U.S. Postal Service. We may make notices or other communications available to you by holding all or any of these items for you, or delivering all or any of these items to you, according to your request or instructions.

27. Assignment

You may not assign or transfer any portion of this Agreement or your Account without our prior written permission. We may assign or transfer this Agreement, your Account or any portion thereof without notice to you. This Agreement shall be binding upon the parties' heirs, representatives, successors, and permitted assigns.

28. Delay in Enforcement; Severability

Any delay by us in enforcing our rights or your obligations under the Agreement shall not be deemed to release, waive, impair or discharge those rights or obligations. If any part of the Agreement is unenforceable in any jurisdiction, the rest of the Agreement will remain enforceable in that jurisdiction, and the entire Agreement shall remain enforceable in all other jurisdictions.

29. Governing Law

The Agreement and the Account including all activity by Card Users shall be governed by and construed in accordance with the laws of the United States and the State of Utah, regardless of the principles on the conflict of laws or where Card Users reside or use the Card.

30. Contacting Us; Errors or Questions about Transactions and Your Account

Contacting Us. To ask questions about your Account or to make changes to your Account, including Card User information, You can:

- Call your Division's Customer Service from within the U.S. or 954-233-4093 from outside the U.S.;
- Log in to your Division's OnCard Website or mobile application; or
- Visit a Bank Branch.

To ask questions about their Card or to make changes to their Card User information, the Secondary Cardholder and Dependent Cardholder can:

- Call your Division's Customer Service from within the U.S. or 954-233-4093 from outside the U.S.;
- Log in to your Division's OnCard Website or mobile application; or

- Visit a Bank Branch.

Errors and Questions About Transactions. In case of errors or questions about any Card transactions, Card Users must contact us as soon as they can, particularly if they think their transaction history or transaction receipt is wrong or if they need more information about a transfer listed on their transaction history or transaction receipt. We must hear from a Card User no later than 60 days after we sent you or another Card User a previously requested copy of your transaction history showing the same. If the error involves an unauthorized transfer and you or another Card User do not tell us within 120 days after the alleged unauthorized transfer was credited or debited to your Account, you may not get back any money unless your delay was due to extenuating circumstances. You may:

- Call your Division's Customer Service from within the U.S. or 954-233-4093 from outside the U.S.;
- Visit a Bank branch; or
- Write us a letter indicating that you are submitting a "Customer Statement of Disputed Transaction" and mail it to Cardholder Services, P.O. Box 7235, Sioux Falls, SD 57117-7235, or fax it 954-377-0072.

When you contact us, you will be required to provide:

- Your name and Card number (if any);
- A description of the error or the transfer you are unsure about and an explanation regarding why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you notify us by phone or at a Bank branch, we may require that you send us your complaint or question in writing within ten (10) business days by mailing it to Cardholder Services, P.O. Box 7235, Sioux Falls, SD 57117-7235, or faxing it to 954-377-0072.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days 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 ten (10) business days, we may not credit your Account.

For errors involving new Cards (i.e., cards that have been open less than thirty (30) calendar days), point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new Cards, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

We will tell you the results within three (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.

Timeframes described herein may be different if your error or question does not claim unauthorized activity.

You may ask for copies of the documents that we used in our investigation.

31. Dispute Resolution

This Dispute Resolution Provision contains a jury waiver, a class action waiver, and an arbitration agreement (or judicial reference agreement, as applicable), set out in four Sections. READ IT CAREFULLY. No portion of this Dispute Resolution section shall be interpreted or applied in a manner prohibited by governing law, but all other portions shall remain in effect. Without limitation, no portion of this Dispute Resolution section shall require arbitration or other non-judicial procedure to resolve any controversy or settle any claim arising out of any consumer credit transaction that is secured by a dwelling (including a home equity line of credit secured by the consumer's principal dwelling).

SECTION 1: GENERAL PROVISIONS GOVERNING ALL DISPUTES.

31.1.1: PRIOR DISPUTE RESOLUTION AGREEMENTS SUPERSEDED. This Dispute Resolution Provision shall supersede and replace any prior "Jury Waiver," "Class Action Waiver," "Arbitration," "Judicial Reference," "Dispute Resolution," or similar alternative dispute agreement or provision between or among the parties.

31.1.2: "DISPUTE" DEFINED. As used herein, the word "Dispute" includes, without limitation, any claim by either party against the other party related to this Agreement, your Account, any transaction in your Account, any Card or a Credit Card Check. "Dispute" includes, but is not limited to, matters arising from or relating to a deposit account,

an application for or denial of credit, warranties, and representations made by a party, the adequacy of a party's disclosures, enforcement of any and all of the obligations a party hereto may have to another party, compliance with applicable laws and/or regulations, performance or services provided under any agreement by a party, including without limitation disputes based on or arising from any alleged tort or matters involving the employees, officers, agents, affiliates, or assigns of a party hereto.

If a third party is a party to a Dispute (such as a credit reporting agency, merchant accepting a credit card, junior lienholder or title company), each party hereto agrees to consent to including that third party in any arbitration or judicial reference proceeding for resolving the Dispute with that third party.

31.1.3: JURY WAIVER. Each party waives its, his or her respective rights to a trial before a jury in connection with any Dispute. All Disputes shall be decided by a judge sitting without a jury, unless submitted to binding arbitration pursuant to Section 2 or judicial reference pursuant to Section 3.

31.1.4. AGREEMENT FOR BINDING ARBITRATION OR JUDICIAL REFERENCE (A) IF A CONSUMER PARTY REQUESTS, OR (B) IF THE JURY TRIAL WAIVER IS NOT ENFORCED. A party who (in context of the Dispute) is a consumer may timely elect to require that the Dispute be submitted as applicable to binding arbitration under Section 2 hereof or binding judicial reference under Section 3 hereof. In addition, if this Agreement's jury waiver is unenforceable by law, or otherwise not enforced by a court exercising jurisdiction over the Dispute, then all parties hereby agree that the Dispute shall be timely submitted as applicable to binding arbitration under Section 2 or binding judicial reference under Section 3. **BY AGREEING TO RESOLVE SPECIFIED FUTURE DISPUTES IN ARBITRATION OR BY JUDICIAL REFERENCE, THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE THOSE DISPUTES IN COURT.**

In any lawsuit regarding a Dispute (a "Lawsuit"), following the service of a complaint, third-party complaint, cross-claim or counterclaim or any answer thereto, any amendment to any of the above, or a ruling or entry of an order that has the effect of invalidating this Agreement's jury trial waiver (any of the foregoing, an "ADR Event"), then **at any time prior to trial of the Dispute, but not later than 30 days after the ADR Event**, any party shall be entitled to move the court for an order (on the grounds set forth in the preceding paragraph) compelling arbitration under Section 2 or judicial reference under Section 3, as applicable, and staying or dismissing the Lawsuit pending such arbitration or judicial reference (an "ADR Order"). A party that commenced or participated in the Lawsuit may nevertheless demand arbitration or judicial reference of a Dispute after an ADR Event. Commencement or participation in the Lawsuit shall not operate as a waiver of the right to compel arbitration or judicial reference. After entry of an ADR Order, the non-moving party shall commence the arbitration or judicial reference. The moving party shall, at its discretion, also be entitled to commence arbitration or judicial reference but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration or judicial reference.

31.1.5: CLASS ACTION WAIVER. If permitted by applicable law, each party waives the right to litigate any Dispute as a class action (either as a member of a class or as a representative) or to act as a private attorney general. The waiver in this paragraph applies whether the proceeding is in a court, in an arbitration, or in a judicial reference proceeding.

31.1.6: SURVIVAL: This Dispute Resolution Provision shall survive any termination, amendment, or expiration of this Agreement, or any other relationship between the parties.

SECTION 2: TERMS GOVERNING THOSE DISPUTES SUBMITTED TO ARBITRATION. This Section 2 governs Disputes that are submitted for binding arbitration under subsection 25.1.4. This Section 2 shall not apply to any Dispute that is pending in a state or federal court located in the State of California, except to the extent such Dispute may also be pending in a state or federal court located outside of California. An arbitrator shall have no authority to determine the validity, enforceability, meaning and scope of this Dispute Resolution Provision, or (ii) class action claims brought by either party as a class representative on behalf of others, or by a class representative on either party's behalf as a class member, which matters may be determined only by a court without a jury.

Arbitration under this provision shall be conducted before a single arbitrator through either the National Arbitration Forum ("NAF") or Judicial Arbitration and Mediation Service, Inc. (JAMS), as selected by the initiating party, in accordance with the rules of NAF or JAMS (the "Administrator"). However, if the parties agree, a licensed attorney may be selected by the parties to conduct the arbitration without an Administrator. If NAF and JAMS both decline to administer arbitration of the Dispute, and if the parties are unable to mutually agree upon a licensed attorney to act as arbitrator without an Administrator, then either party may file a Lawsuit and move for an ADR Order. The arbitrator, howsoever appointed, shall have expertise in the subject matter of the Dispute. Venue for the arbitration proceeding shall be as stated elsewhere in this Agreement with respect to any judicial proceedings between the parties. Absent such a provision, the arbitration shall be conducted at a location determined by mutual agreement of

the parties or by the Administrator if no agreement can be reached. The arbitrator shall apply the law of the state specified in the agreement giving rise to the Dispute.

In any arbitration commenced by a consumer regarding a consumer Dispute, Lender or Bank shall pay one half of the Administrator's initial filing fee, up to \$500. If Lender or Bank commences arbitration or is the moving party obtaining an ADR Order, Lender or Bank shall pay all Administrator and arbitrator fees, regardless of whether or not the consumer is the prevailing party in such arbitration, unless such Dispute involves a claim for damages by a consumer and is found by the arbitrator to be frivolous. For this paragraph, "consumer Dispute" shall mean a Dispute involving credit or services provided by Lender or Bank, primarily for personal, family or household purposes, in which the claim for damages is less than \$75,000.

The Administrator and the arbitrator shall have the authority, to the extent practicable, to take any reasonable action to require the arbitration proceeding to be completed within 180 days of commencing the arbitration. The arbitrator: (i) will render a decision and any award applying applicable law; (ii) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment; (iii) will give effect to any statutory or contractual limitations period (e.g., any statute of limitations) in determining any Dispute or defense; (iv) shall have the authority to impose sanctions on any party that fails to comply with time periods imposed by the Administrator or the arbitrator, including, without limitation, the sanction of entering a final award against the party that fails to comply; (v) shall have authority to award costs and fees (including attorneys' fees and costs, arbitration administration fees and costs, and arbitrator(s)' fees) to the extent permitted by law; (vi) shall recognize and honor claims of privilege recognized at law; and (vii) with regard to motions and the arbitration hearing, shall apply the Federal Rules of Evidence. The doctrines of compulsory counterclaim, res judicata, and collateral estoppel shall apply to any arbitration proceeding hereunder.

Commencement of an arbitration by any party shall not prevent any party from at any time (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, temporary restraining orders, property preservation orders, foreclosure, sequestration, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver; or (ii) availing itself of any self-help remedies such as setoff and repossession rights or non-judicial foreclosure of collateral. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds \$200,000, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney's fees and costs) exceeds \$200,000, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within 30 days following the date of the arbitration award; if such a request is not made within that time period, the arbitration award shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator; if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply.

To request information on how to submit an arbitration claim, or to request a copy of an Administrator's rules or fee schedule, please contact the Administrators as follows: JAMS: 1920 Main St., Suite 300, Irvine, CA 92614, Phone: (949) 224-1810, Fax: (949) 224-1818, E-mail: info@jamsadr.com, Website: www.jamsadr.com; NAF: National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405-0191, Phone (800) 474-2371, E-Mail: info@adrforum.com, Website: www.adrforum.com.

Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If the terms of this Section 2 vary from the Administrator's rules, this Section 2 shall control.

SECTION 3: TERMS GOVERNING THOSE DISPUTES SUBMITTED TO JUDICIAL REFERENCE. This Section 3 governs Disputes that are submitted under subsection 25.1.4 for judicial reference in accordance with California Code of Civil Procedure, Section 638, et seq. This Section 3 may be invoked only with regard to Disputes filed in state or federal courts located in the State of California. In no event shall this Section 3 diminish the force or effect of any venue selection or jurisdiction provision in this Agreement or any Related Document. Nothing herein shall preclude a party from moving (prior to the court ordering judicial reference) to dismiss, stay or transfer the suit to a forum outside California on grounds that California is an improper, inconvenient or less suitable venue. If such motion is granted, this Section 3 shall not apply to any proceedings in the new forum.

The referee shall be a retired judge, agreed upon by the parties, from either the American Arbitration Association (AAA) or Judicial Arbitration and Mediation Service, Inc. (JAMS). If the parties cannot agree on the referee, the party who initially selected the reference procedure shall request a panel of ten retired judges from either AAA or JAMS, and the court shall select the referee from that panel. If AAA and JAMS are unavailable to provide this

service, the court may select a referee by such other procedures as are used by that court. The referee shall be appointed to sit with all of the powers provided by law, including the power to hear and determine any or all of the issues in the proceeding, whether of fact or of law, and to report a statement of decision. Only for this Section 3, "Dispute" includes matters regarding the validity, enforceability, meaning, or scope of this Section, and class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member. The parties agree that time is of the essence in conducting the judicial reference proceeding set forth herein. Except as otherwise provided in this paragraph, the costs of the judicial reference proceeding, including the fee for the court reporter, shall be borne equally by the parties as the costs are incurred, unless otherwise awarded by the referee. If Lender or Bank commences a judicial reference proceeding regarding a consumer Dispute, Lender or Bank shall pay all referee fees, regardless of whether or not the consumer is the prevailing party in such proceeding, unless such Dispute involves a claim for damages by a consumer and is found by the referee to be frivolous. For purposes of this paragraph, "consumer Dispute" shall mean a Dispute involving credit or services provided by Lender or Bank, primarily for personal, family or household purposes, in which the claim for damages is less than \$75,000. The referee shall hear all pre-trial and post-trial matters (including without limitation requests for equitable relief), prepare a statement of decision with written findings of fact and conclusions of law and apportion costs as appropriate. The referee shall be empowered to enter equitable relief as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that are binding on the parties and rule on any motion that would be authorized in a trial, including without limitation motions for summary adjudication. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal. This provision will not be deemed to limit or constrain Lender's or Bank's right of offset, to obtain provisional or ancillary remedies, to interplead funds in the event of a dispute, to exercise any security interest or lien Bank or Lender may hold in property, or to comply with legal process involving accounts or other property held by Bank or Lender.

SECTION 4: RELIANCE. Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce a jury waiver, class action waiver, arbitration provision or judicial reference provision in the event of suit, and (ii) acknowledges that it and the other party have been induced to enter into this Agreement by, among other things, material reliance upon the mutual waivers, agreements, and certifications in the four Sections of this DISPUTE RESOLUTION PROVISION.