

Important Disclosures

Interest Rate and Interest Charges	
Annual Percentage Rate (APR)	19.99%
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on Standard Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Promotional Purchases on the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	None.
Transaction Fees Foreign Purchase Transaction	3% of each transaction after it is converted to US dollars
Penalty Fees Late Payment Fee	up to \$35
Return Check Fee	up to \$35

How Lender Will Calculate your Balance: Lender uses a method called "average daily balance" (including new purchases). See your Card Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the Blispay Visa Card Agreement that you will agree to below.

Important information about procedures for opening a new account. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. **What this means for you:** When you open an account, Lender will obtain your name, address, date of birth, and other information that will allow Lender to identify you. Lender may verify this information with you and others. Lender may also request to see your driver's license or other identifying documents.

Military Lending Act/Customers in the armed forces and their dependents: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an annual percentage rate of 36%. This rate includes the interest charged on your account plus fees on your account when applicable. If you would like to hear about your Military Lending Act rights and a description of your payment obligation, please contact us at 877-907-7475.

By submitting your application you acknowledge that (1) the information you have provided is accurate, (2) you have read and agree to the **Blispay Card Agreement**, and (3) you are at least 18 years of age. You also agree that you are submitting an application for credit, that you consent to us obtaining your credit report to use as part of this application and that we will use the information you provide in this application and information from third parties (such as credit bureaus) to determine your eligibility for credit.

STATE NOTICES

CALIFORNIA RESIDENTS: If you are married, you may apply for a separate account.

NEW YORK, RHODE ISLAND AND VERMONT RESIDENTS: A consumer credit report may be obtained in connection with evaluating your application and subsequently in connection with updates, renewals, or extensions of credit for which this application is made. Upon your request, we will tell you the name and address of the consumer reporting agency. By submitting an application you consent to our obtaining such consumer credit reports.

NEW YORK RESIDENTS: New York residents may contact the New York Department of Financial Services by telephone or visit its website for free information on comparative

credit card rates, fees, and grace periods. New York Department of Financial Services 1-877-226-5697 or www.dfs.ny.gov.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

WISCONSIN RESIDENTS: No marital property agreement, unilateral statement or a court order adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of its terms before your account is opened. If we grant you credit and you are married, you agree to send us the name and address of your spouse to Blispay, PO Box 84032, Columbus GA 31908-4032, so that we can provide account information to your spouse.

last updated 09/12/17

Blispay Card Agreement

1. Definitions
2. How Blispay Card works
3. Making payments
4. Fees and interest
5. When things go wrong
6. Arbitration Provision
7. Legal
8. Communications and information sharing

The Blispay Visa Card is a credit card, so we will go through a process to determine whether you meet the criteria required for us to make you a loan. We use multiple sources of information to make this decision including information you provide to us, credit reports, identity databases, and other sources of information, and then use our own programs and processes to make a decision on whether we can make you a loan. If you are approved we will give you a “revolving line of credit”. What this means is that you can borrow on that loan up to a certain amount (this is your credit line) and as you pay that loan down that amount becomes available again for you to borrow, just like most other credit cards.

This is an agreement (Agreement) between you and First Electronic Bank a Utah industrial bank (the Bank). You promise that you are of legal age in your state of residence and that you are a resident of the US. You agree that you are an individual and are using this account for personal, family or household purposes. **This Agreement includes an arbitration provision and a class action waiver.** If you are covered by the Military Lending Act the arbitration provision and class action waiver does not apply to you.

1. DEFINITIONS

The following terms have this meaning in this Agreement

- **Bank, us or we** – means First Electronic Bank, an industrial bank based in Salt Lake City, Utah, the lender and owner of your Blispay account.
- **blispay inc.** – (“Blispay”) the servicer of your Blispay Card and the company you would contact if you need help with your Blispay Card. Blispay provides services to First Electronic Bank such as accepting and processing your application, processing transactions and payments, and is the company to which you will pay any amounts you owe on your Blispay Card.
- **Blispay Visa Card** – your revolving line of credit with First Electronic Bank established pursuant to this Agreement, also referenced as your “Account” or “Blispay Card”.

- **Billing period** – the time period used to bill you for your use of the Blispay Card, usually between 25 and 31 days. This is the time frame used to calculate your balance and interest for each bill that we provide to you.
- **Balance** – the total amount you owe on your account. It includes the dollar amount of purchases you make in a billing period plus any prior unpaid balance, interest and fees that you did not pay off in prior billing periods. Your Balance is made up of Standard Purchases (also called Standard Balance) and Promotional Purchases (also called Promotional Balance or Deferred Interest Balance on your statement).
- **Daily Periodic Rate** – the APR on your account divided by 365 to determine a daily rate
- **Standard Purchases** – purchases using your Blispay Card that are not promotional purchases or otherwise subject to a special financing program. Standard Purchases are subject to the terms of this agreement including APR, Grace Period, payments and due dates.
- **Promotional Purchases** – purchases using your Blispay Card subject to different rates and terms than Standard Purchases such as No Payments No Interest for Six Months. These purchases may have a different APR, Grace Period, specific expiration dates or other terms. See www.blispay.com for promotional terms.

2. HOW THE BLISPAY CARD WORKS

- Any time you use your Blispay Card to pay for anything (goods or services) this agreement applies to you. You can use your Blispay Card wherever Visa is accepted. You authorize First Electronic Bank to charge your Blispay Card each time you use it to pay.
- **AGREEMENT TO PAY:** You agree to pay Blispay for all charges on your Blispay Card including fees, interest and any other amounts as agreed to in this Agreement.
- **TYPES OF PURCHASES AND BALANCES:** There are two types of purchases using your Blispay Card:
 - *Standard Purchases* – these are purchases that you make that are not promotional purchases and are subject to the standard terms of this agreement.

When you make multiple Standard Purchases in one billing period these will all be combined and will make up your Standard Balance. If you do not pay the entire Standard Balance by the due date, then you will be charged interest. Interest and fees charged to your Account will be added to your Standard Balance if unpaid. The unpaid amount of your Standard Balance will be charged interest every billing period until it is paid in full.

- *Promotional Purchases* – these are purchases that are subject to some type of financing offer. You can find information about promotions we are currently offering at www.blispay.com. One example of a promotion available on your Blispay Card is:
 - No Payments and No Interest purchases – these are also called “deferred interest” purchases. We will charge no interest on these purchases if they are paid in full within the “promotional period” (sometimes also called the deferred interest period). The promotional period is usually 6 months or 12 months where you are not required to make payments on that purchase. The “expiration date” is the last day of the promotional period (you can find the expiration date for each No Payments No Interest purchase on your statement). Each No Payments No Interest purchase will have its own expiration date. Because payments are not required for No Payments No Interest purchases during the promotional period it is up to you to make sure you make payments to pay these purchases before the expiration date. **If you do not pay the No Payments No Interest purchases in full before the expiration date you will be charged interest from the date your purchase posted to your account.** Once the promotional period has ended if you still have a balance you will be charged all the accrued interest. The No Payments No Interest purchase and the accrued interest will be added to your Standard Balance. We will show you how much interest has accrued each billing period on your statement so there will be no surprises.
 - Other promotions may be offered from time to time with a different interest rate or other repayment terms, such as installments, equal payment purchases, or a lower or 0% interest rate. Promotions may have different terms and some promotions may only be offered at specific merchants, or may be offered for specific time periods. Check www.blispay.com for a list of available promotions and terms of each promotion.
 - Some Promotional Purchases will have a dollar threshold to qualify for the promotion (e.g. No Payments No Interest if paid in full in six months on purchases over \$199). Transactions must post to your account above the dollar threshold to qualify as Promotional Purchases.
 - From time to time transactions may post to the wrong Balance. For example, a Promotional Purchase may post to your Standard Balance rather than the Promotional Balance. If this happens, you must contact us and we will correct it.

- *Foreign Transactions* – any time you use your Blispay Card for a Foreign Transaction, we will charge you a fee that is 3% of the total US dollar amount of the purchase.
 - A Foreign Transaction is a transaction in a foreign currency, a transaction made in a foreign country, or a transaction with a foreign merchant even if it is made in US dollars.
 - Purchases made in a foreign currency will be converted into US dollars in accordance with Visa's procedures. Visa uses the conversion rate in effect on its central processing date. If required to use a government mandated rate Visa will do so. If there is no government mandate Visa will select the conversion rate from a range of rates available in the wholesale currency markets. The selected rate may vary from the rate Visa itself receives. If you return an item purchased in a foreign currency the same process will apply. The amount of your refund may be different from the amount of the original transaction because the exchange rate used might be different.
- **ACCEPTABLE USE:** You agree to not use your Blispay Card for any transaction that is illegal in the state where you live or in the state where you are making your transaction.
- **CREDIT REPORTS:**
 - You authorize us to obtain and review your credit report – at account opening to process your application, and if an account is opened for you, at other times during our relationship for example for account review, credit line adjustments, collections, and for other account management and servicing.
 - You agree that we may report to the credit reporting agencies information about your account including your balance and your payments and other history with us under this agreement. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. This information may negatively impact your credit report.
 - If you believe we have provided incorrect information to the credit reporting agency call us at 877-907-7475. Please have the following information available: your name, account number, the information you believe to be incorrectly reported and why you believe it is incorrect.
 - As required by Utah and California law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

- **UP TO DATE INFORMATION:** You agree to keep all the information you have provided to us up to date. You will notify Blispay of any changes, especially to your mobile phone number or email, but also to the other information you have previously provided to Blispay such as your billing address. You can update your information by signing in to your account.
- **CREDIT LINE:** When you open your Blispay Card, we will assign you a credit line. This is a maximum amount that you are permitted to charge on your Blispay Card and includes all types of transactions, purchases, interest and fees. If you attempt a transaction that would put your account over your credit line we may decline that transaction, we may approve it as an over the credit line transaction, or we may treat it as a request for a credit line increase. If your Balance is over your credit line, you will need to make a payment on your account to decrease your outstanding balance in order to continue using your Blispay Card.
 - From time to time we may increase your credit line. We will let you know when we do this.
 - From time to time we may decrease your credit line. We will let you know when we do this.
 - You may request an increase or a decrease in your credit line. When you make such a request, if we provide that service at the time of your request, we will review your account and let you know if we can process the change.
 - We have the option to refuse a request for a credit line increase, but we will notify you of the reasons.
- **STATEMENTS:** Each billing period we will create a statement with that billing period's transactions on it. We will provide this statement to you electronically. You must log in to your account to see it. We may not provide a statement if you have no activity on your account or if it is not required by law.
- **ALL ELECTRONIC ACCOUNT:** Your Account is all electronic. This means that you will not receive any paper notifications, statements or disclosures. You can request that we send you specific copies of your statement or other documents, in paper form for an additional charge of \$5 per copy. You have the right to request any statement or other Notice in paper form within 180 days of the date of the Notice. To receive a paper copy of any Notice that has been previously provided to you electronically, please contact Blispay at esign@blispay.com. Future notices will continue to be delivered electronically unless you specifically inform us that you wish to withdraw your consent to receive electronic documents. If you decide to withdraw your consent, the legal effectiveness, validity or enforceability of prior electronic Notices will not be affected, we will close your account and you will be required to pay off any balances due under the terms of your agreement. The eSign Consent which you previously agreed to can be found at www.blispay.com/policy/esign.pdf

- **INACTIVE ACCOUNT:** If you have no activity on your account for 12 months we may close your account or suspend your ability to make purchases.

3. MAKING PAYMENTS

- **MONTHLY PAYMENTS:** You agree to pay your account each month, when you have a payment due.
 - Your payment due date will be the same date each month and will be at least 25 days from your statement closing date. You can change your payment due date by calling Blispay and requesting a change. We may change your payment due date from time to time, but we will notify you if we do.
 - If you don't use your Blispay Card and you don't have a balance you will not have a payment due.
 - You may at any time pay more than the minimum payment due without penalty. However, when you pay more than your minimum payment due it will not extend, delay or otherwise impact your payment due in the following billing period.
 - Your payment may not be reflected in your available credit immediately.
 - **PAPER CHECKS** – Paper checks should be mailed to
 Blispay
 PO Box 2033
 Columbus, GA 31908-2033

 Please ensure that your account number is clearly written on your check. If your check does not include your account number crediting will be delayed or may be refused and additional charges may be imposed.
 - If you pay by paper check you authorize Blispay to convert that check to an electronic transfer. If your payment is converted to an electronic transfer it may be deducted from your account on the day your check is received. You will not receive your cancelled check from your bank.
- **US DOLLARS:** You agree to pay in US dollars in the form of a bank transfer/ACH, money order or a check from a US bank account. You cannot make payments in cash.
- **ALLOCATING YOUR PAYMENT:** Your payments will be allocated as required by law, to maximize your promotions and pay highest interest balances first. Your payment will be applied as follows:
 - If you have No Payments No Interest purchases expiring in the next two billing periods (or any other Promotional Purchase that is a deferred

interest transaction) those purchases will be paid first (in the order in which they expire).

- For example, if you have a No Payments No Interest purchase on your account that expires in June, when you make your payment in May that payment will be applied to your expiring No Payments No Interest purchase first.
 - In all other situations, we will pay your higher interest balances first.
- GRACE PERIOD: The time period within which you may repay any credit extended without incurring any interest. In practice what this means is that if you pay your Standard Balance in full by the due date each month you will not be charged interest on that balance. Your Grace Period will be at least 25 days.

Promotional Purchases have no Grace Period, they will accrue interest from the date your transaction posts to your account, but if you pay the Promotional Balance in full before the expiration date of the promotion you will not have to pay the accrued interest.

- HOW YOUR MINIMUM PAYMENT DUE IS CALCULATED: Your minimum payment due is calculated each billing period by taking 1% of your Standard Balance on the last day of your billing period (which will include any unpaid fees and interest from the prior billing period). If you have any fees or interest charged in this billing period (excluding any accrued interest from an unexpired Promotional Balance) those will be added to your minimum payment due as well. If this calculated amount is greater than \$35 then the calculated amount is your minimum payment due. Otherwise your minimum payment due is \$35 unless your Standard Balance is less than \$35 then your Standard Balance is your minimum payment due. Once your current minimum payment due is calculated any past due amount will be added. A credit refund or receipt of Cash Back will not count towards your minimum payment due, you will still need to pay your minimum payment due in full.

4. FEES AND INTEREST

- FEES: Here are all the fees that may be charged to your account.
 - Late fee – if your minimum payment due is not received in full on or before its due date you will be charged a late fee up to \$35. Your first late fee will be \$25. If you are late a second time within the next 6 billing periods your second late fee will be \$35. If your balance is less than the late fee, your late fee will be equal to your balance. Your late fee will never be more than the amount of your payment that was due.
 - Returned payment fee – if you schedule a payment from your bank account or send us a check, but the payment bounces or is declined by your bank because you do not have enough money to cover the payment

you will be charged a fee up to \$35. Your first returned payment fee will be \$25. If you have a second returned payment within the next 6 billing periods your second returned payment fee will be \$35.

- Foreign Transaction fee – 3% of the transaction amount after it is converted into US dollars.
 - Copy fee – if you request a paper copy of a statement, privacy policy, or other disclosure you will be charged \$5 per document. If you request a copy of any other document including a sales receipt, cancelled check, or other document you will be charged \$5 per document.
 - Expedited delivery fee – you will be charged a \$25 expedited delivery fee if you request a new card and request that it be sent with expedited delivery.
- **INTEREST RATE:** Interest on your Blispay Card is calculated using a Daily Periodic Rate of 0.05476%. This corresponds to an APR of 19.99%. From time to time other rates such as promotional rates, may apply to certain purchases or balances on your account. Information about these promotional or other rates will be on blispay.com.

If you are active duty military, a dependent, or otherwise covered by the Military Lending Act, the cost of consumer credit may not exceed an annual percentage rate of 36%. This rate includes the interest charged on your account plus fees on your account when applicable.

- **HOW WE CALCULATE INTEREST:** Interest on your account is calculated using a method called **average daily balance** (including new purchases). What this means is that we calculate the average balance on your account for each day during a billing period. We do this by starting with your beginning balance for that day, we add new purchases, unpaid interest charges and fees, we subtract any payments and credits you made to get to that day's balance. We do this for each day in the billing period and then add all the daily balances together for one billing period and divide the number we get by the number of days in that billing period. That is your average daily balance. We then calculate the interest by multiplying the average daily balance for the billing period by the Daily Periodic Rate. We then multiply this interest charge by the number of days in the billing period to determine the total interest for the billing period. We do this separately for Standard Purchases and Promotional Purchases. It sounds pretty complicated, but basically we calculate your interest based on the average amount you have outstanding on your Blispay Card each day.
- **MINIMUM INTEREST CHARGE:** We will charge a minimum \$2.00 interest for any billing cycle in which an interest charge is due (excluding accrued interest on Promotional Balances prior to the expiration date of the Promotional Purchase).

- HOW TO AVOID LATE FEES: Blispay wants to help you get your payment in on time, here are some ways to avoid late fees:
 - To avoid late fees you must pay at least the minimum payment due before the due date each billing period;
 - Make your payment on your mobile device or online any time of day. You can schedule individual payments in advance;
 - Call customer service or the Blispay voice response service and pay by phone.
- HOW TO AVOID INTEREST:
 - If you pay your balance in full each month you will not have to pay interest.
 - If you have Promotional Purchases: if you pay your Promotional Purchases in full before the expiration date of the promotion you will not have to pay the accrued interest for that Promotional Purchase.

5. WHEN THINGS GO WRONG

- LATE PAYMENTS: What happens if your payment is late?
 - If you miss a payment or make a payment that is late you will be charged a late fee of up to \$35 as described in Section 4.
 - If your check or bank transfer is declined by your bank you will be charged a returned payment fee of up to \$35 as described in Section 4.
- DEFAULT
 - Default is:
 - When you do something that violates this agreement
 - Fail to pay the Minimum Payment Due on your Account by the due date
 - Providing false information to us
 - When you file for bankruptcy or become insolvent
 - When you pass away or become incapacitated
 - When you default we have the right to:
 - Declare your entire balance immediately due and payable,
 - Suspend your account from new purchases,
 - Close your account permanently,

- Report your default to the credit bureau,
 - Suspend or cancel any promotions, cash back or other offers or features available on your Blispay Card,
 - Take any other actions and remedies allowed under applicable law, and
 - Ask you to pay reasonable costs including attorneys fees incurred in collecting amounts due from you or protecting blispay from other harm as a result of your default.
- FRAUD: What to do if you suspect or know someone has used your account without your permission
 - CONTACT BLISPAY IMMEDIATELY: call Blispay at 877-907-7475 or the number on the back of your card.
- FRAUD: what we will do if we suspect or know there is fraud on your account
 - We will contact you, using the mobile number you provided to us when you signed up
- COLLECTIONS COSTS: You agree to pay any reasonable collections costs, including attorneys' fees, incurred to collect amounts you owe.
- SUSPENDING PURCHASE PRIVILEGES: We may decline a transaction or suspend your ability to use your Blispay Card at any time. Some of the reasons we may do this are:
 - Your Balance is over your credit line or a transaction would put you over your credit line,
 - If you default,
 - If you miss a payment or make a late payment,
 - If you have no activity for 12 months.
- CLOSING YOUR ACCOUNT: We may close your Account at any time for any reason. You may close your Account at any time by calling customer service.
- BILLING RIGHTS NOTICE: Your Billing Rights: Keep This Document For Future Use
This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Blispay

P.O. Box 84032

Columbus, GA 31908-4032

877-907-7475

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. While you do not have to pay the amount in question, you are responsible for the remainder of your balance. We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.
- If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

- If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (NOTE: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Blispay

P.O. Box 84032

Columbus, GA 31908-4032

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

6. ARBITRATION PROVISION

- PLEASE READ THIS ARBITRATION PROVISION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND WILL IMPACT HOW LEGAL CLAIMS YOU BRING AGAINST BLISPAY INC. OR FIRST ELECTRONIC BANK OR THAT BLISPAY INC. OR FIRST ELECTRONIC BANK BRING AGAINST YOU ARE RESOLVED. If you have a dispute regarding your Blispay Visa Card, we encourage you to first contact Blispay at arbitration@blispay.com or 877-907-7475 to try resolving your problem directly with Blispay.
- IF YOU ARE COVERED BY THE MILITARY LENDING ACT THIS SECTION DOES NOT APPLY TO YOU.

- **ARBITRATION REQUIRED:** Except as explicitly provided in this arbitration provision, any dispute or claim relating in any way to your use of the Blispay Visa Card or any Blispay websites or native apps, or otherwise arising out of or relating to this Agreement or the services provided pursuant to the terms of this Agreement that cannot be resolved directly between you and Blispay shall be resolved by binding arbitration, rather than in court. This arbitration provision is intended to be broad and except as otherwise provided, is applicable to any and all claims disputes or controversies (whether based upon contract, statute, tort (intentional or otherwise), common law, fraud, misrepresentation or any other legal theory and whether pre-existing, present or future) including initial claims, counterclaims, cross-claims and third party claims; including but not limited to, whether a claim or dispute must be arbitrated; and the validity or enforceability of this arbitration provision; and including claims involving First Electronic Bank (Bank), blispay inc. and its or the Bank's agents, employees, officers, directors, predecessors in interest and successors and assigns (Claims). Pursuant to this arbitration provision, any Claims will be resolved exclusively through final and binding arbitration, rather than in court, except as otherwise indicated in this arbitration provision (see Exceptions below). The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration and court review of an arbitration award is limited, but an arbitrator can award an individual the same damages and relief as a court and must apply and follow the terms of this Agreement as a court would. **YOU UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT YOU WAIVE ANY RIGHT TO A JURY TRIAL OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION PROVISION.**
- **REJECTION OF ARBITRATION AGREEMENT.** You may reject this arbitration provision by emailing Blispay at arbitration@blispay.com within 60 days after the date you first applied for your Blispay Visa Card. Your emailed rejection notice must include your name, address, telephone number and the last four digits of your account number. This is the **only** method you can use to reject this arbitration provision.
- **HOW DOES ARBITRATION WORK?** Arbitration is less formal than a lawsuit filed in court. Arbitration uses a neutral arbitrator instead of a judge. Court review or appeal of an arbitration award is very limited. The arbitrator can award the same damages on an individual basis that a court can award to an individual, and must apply this Agreement (including the arbitration provision) in the same way a court would. The arbitrator can decide all issues except the interpretation of the section below entitled "NO CLASS ACTIONS". Only a court of competent jurisdiction shall decide these issues.
- **HOW TO INITIATE ARBITRATION:** Either you or blispay inc. or the Bank may initiate arbitration through the American Arbitration Association (the AAA) and the rules of the AAA, including the AAA Consumer Arbitration Rules (where

applicable) will apply; provided that if the AAA is unavailable or unwilling to serve as administrator of any arbitration, a substitute administrator shall be selected by either (a) mutual agreement of the parties, or (b) if the parties cannot agree, by a court at the request of either party. Any arbitrator appointed must be a lawyer with more than 10 years' experience or a retired or former judge. The current rules of the AAA are available at the AAA website: www.adr.org. Also a form for initiating arbitration proceedings is available on the AAA website. If a substitute arbitration administrator is appointed we will ensure that you have contact information for such substitute administrator so that you may obtain any applicable rules and forms. The arbitration shall be held in the county in which you live or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, the parties may elect to have the arbitration conducted by telephone or based only on written submissions. This election shall be binding on the parties, unless the arbitrator requires an in-person hearing, which is within the arbitrator's discretion, if warranted by the circumstances.

- **RESTRICTIONS:** You agree that any arbitration shall be limited to the dispute between blispay inc. or the Bank and you individually. To the fullest extent permitted by law,
 - No arbitration shall be joined with any other;
 - There is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures (see NO CLASS ACTIONS below);
 - There is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons, and
 - If for any reason a claim proceeds in court rather than in arbitration, you, blispay inc. and the Bank each waive any right to a jury trial and agree to proceed only on an individual basis and not in a class, consolidated, or representative action.
- **NO CLASS ACTIONS:** You, blispay inc. and the Bank agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. You, blispay inc. and the Bank specifically agree that arbitration is not available and shall not be conducted on a class-wide basis and that the arbitrator(s) may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. If any question is raised relating to whether class actions or consolidated actions are permitted, the arbitrator(s) is not authorized to decide that question and that question must be resolved by a court. Also, the arbitrator(s) may award relief (including monetary, injunctive, and declaratory

relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other Blispay Card users. If this paragraph cannot be enforced, then this entire arbitration provision shall be null and void.

- **EXCEPTIONS:** You and blispay inc. and the Bank will not be required to arbitrate:
 - Any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court;
 - A case blispay inc. or the Bank files to collect money you owe under this Agreement. However, if you respond to the collection lawsuit by claiming any wrongdoing, blispay inc. or the Bank may require you to arbitrate;
 - Any disputes seeking to enforce or protect, or concerning the validity of your or blispay inc.'s or the Bank's intellectual property rights; and
 - Any claim for injunctive relief.
- **FEES:** Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, blispay inc. or the Bank will pay all arbitration fees and expenses.
- The scope of this arbitration provision is to be given the broadest possible interpretation that is enforceable.
- The terms of this arbitration provision shall survive the closing of your Account and/or the termination of the Card Agreement.

7. OTHER LEGAL

- **GOVERNING LAW AND FORUM:** This Agreement has been accepted by us in the state of Utah and all extensions of credit are made by us in the state of Utah. Regardless of the state of your residence you agree that the provisions of this agreement are governed by federal law and to the extent state laws apply, the laws of the state of Utah without regard to principles of conflicts of law. You agree that any claim or dispute you may have against us, in the event that the arbitration provision in Section 6 is found to not apply, must be resolved by a court located in Utah and you agree to submit to the personal jurisdiction of the courts located in Utah for the purpose of litigating all such claims or disputes.
- **CHANGES TO THIS AGREEMENT:** We may change the rates, fees, and terms of this Agreement from time to time as permitted by law. The changes may add, replace, or remove provisions of this Agreement. We will give you notice of any changes and we will give you advance notice of the changes and a right to opt out as required by law.

- **RIGHT TO ASSIGN:** You may not assign or otherwise transfer your rights and privileges under this Agreement, or delegate your obligations to repay amounts you owe to us. We may assign any and all of our rights under this Agreement at any time without your consent. Any person, company or bank to whom we assign this Agreement shall be entitled to all of our rights under this Agreement.
- **MISCELLANEOUS:**
 - **Waiver** - any waiver of a breach of any provision of this Agreement will not be a waiver of any other subsequent breach. Failure or delay by either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition.
 - **Severability** - If at any time after the date of this Agreement, any of the provisions of this Agreement are held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality and unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this Agreement. Notwithstanding the preceding sentence, if the paragraph titled No Class Actions in Section 6 cannot be enforced, then the entire arbitration provision in Section 6 shall be null and void.
 - **Headings** - the headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement in any way.
 - **Entire agreement** – this agreement is the final expression of the agreement between you and First Electronic Bank and may not be contradicted by evidence of any oral agreement.

8. COMMUNICATIONS AND INFORMATION SHARING

- Our Communications Policy, which you previously agreed to is located at www.blispay.com/policy/communication.pdf. This Policy is incorporated herein by reference, and includes your express consent to receive text messages and calls regarding your account from an automated dialer and/or using a pre-recorded voice.
- You authorize us to share information about you as permitted by law. This includes information we get from you and others as well as your history and transactions with us. Please see our Privacy Policy for more info at www.blispay.com/policy/privacy.pdf

01/30/18