

Elan™ Financial Services Elan Prepaid Card Pre-Acquisition Disclosure  
 Program Name: Nebraska Community Inmate Release  
 Reference Date: October 2018

Monthly Fee	Per purchase	ATM Withdrawal	Cash Reload
<b>\$0</b>	<b>\$0</b>	<b>\$0</b> in-network <b>\$1.25*</b> out-of-network	<b>N/A</b>
ATM Balance Inquiry (in-network or out-of-network)			\$0 or \$1.00
Customer Service (automated or live agent)			\$0 per call
Inactivity (after 270 days with no transactions)			\$2.00 per month
<b>We charge 4 other types of fees.</b>			
*This fee can be lower depending on how and where this card is used.			
<b>No overdraft/credit feature.</b> Your funds are eligible for FDIC insurance.			
For general information about prepaid accounts, visit <a href="http://cfpb.gov/prepaid">cfpb.gov/prepaid</a> . Find details and conditions for all fees and services inside the card package or call <b>1-855-274-9938</b> .			

CR-16597907

## Welcome!

### To your new Elan™ Prepaid Card

Your card can be used anywhere  
Visa® debit cards are accepted.

## Card Checklist

- Activate your card
- Use it to make purchases



This card is your only method of receiving funds. If you do not activate this card, you will not receive funds.

## Activate Your Card Before Use

Call **855-274-9938** (we accept relay calls)

## Keep Track of Your Balance

### Phone

Call Elan Prepaid Card Services at 855-274-9938 for Account Information and Card Balance.

- Memorize the Personal Identification Number (PIN) that you will establish
- Sign your name in ink on the back of the card
- You must activate your card using the 3-digit CVV code from the back of the card

### Important Card Usage Information:

**Gas Stations:** When purchasing gasoline at a gas station, you will not be able to pay with your card using the pay-at-the-pump option. You can still purchase gas at stations that allow you to pay inside with a cashier. Payments made this way will post to your card account automatically.

**Restaurants, Salons and Other Services:** Prepaid card transaction posting amounts may vary. Most restaurants, salons and other services where you typically tip may temporarily add approximately 20% to your bill to cover the tip. Make sure your balance can cover the 20% or your transaction will be declined.

**Hotels:** When making travel reservations with a hotel or similar merchant, ask for the amount of the authorization they will send to your account. These merchants may send an initial authorization amount equal to your entire stay or rental period, plus taxes and incidentals, even though your actual purchase will be weeks or months away.

**Track your Balance:** It is always important to know your balance before you make a purchase or cash withdrawal and to keep track of your remaining balance after these transactions.

Your funds are eligible for FDIC insurance. Your funds are insured up to the maximum allowed by law in the event the institution becomes insolvent. See [fdic.gov/deposit/deposits/prepaid.html](http://fdic.gov/deposit/deposits/prepaid.html) for details. No overdraft/credit feature. This card is issued by Elan Financial Services. Contact Elan Prepaid Card Services by calling **1-855-274-9938**, by mail at P.O. Box 551617, Jacksonville, FL 32255. For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid). If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).



## Elan™ Financial Services Elan Prepaid Card Fee Schedule for Nebraska Community Inmate Release Program

(Effective Date: November 2018)

All fees	Amount	Details
<b>Get cash</b>		
ATM Withdrawal (in-network)	\$0	This is our fee per withdrawal. "In-network" refers to the MoneyPass® ATM network. Locations can be found at <a href="http://moneypass.com/atm-locator">moneypass.com/atm-locator</a> .
ATM Withdrawal (out-of-network)	\$1.25	This is our fee per withdrawal. This fee is waived for your first ATM withdrawal per month, which includes both ATM Withdrawals (out-of-network) and International ATM Withdrawals. "Out-of-network" refers to all the ATMs outside of the MoneyPass ATM network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
<b>Information</b>		
ATM Balance Inquiry (in-network)	\$0	This is our fee per inquiry. "In-network" refers to the MoneyPass ATM network. Locations can be found at <a href="http://moneypass.com/atm-locator">moneypass.com/atm-locator</a> .
ATM Balance Inquiry (out-of-network)	\$1.00	This is our fee per inquiry. "Out-of-network" refers to all the ATMs outside of the MoneyPass ATM network. You may also be charged a fee by the ATM operator.
<b>Using your card outside the U.S.</b>		
International Transaction	3%	This is our fee which applies when you use your card for purchases at foreign merchants and for cash withdrawals from foreign ATMs and is a percentage of the transaction dollar amount, after any currency conversion. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable network rules, and we do not control how these merchants, ATMs and transactions are classified for this purpose.
International ATM Withdrawal	\$3.00	This is our fee per withdrawal. This fee is waived for your first ATM withdrawal per month, which includes both ATM Withdrawals (out-of-network) and International ATM Withdrawals. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
International ATM Balance Inquiry	\$2.00	This is our fee per inquiry. You may also be charged a fee by the ATM operator.
<b>Other</b>		
Card Replacement	\$5.00	This is our fee per card replacement mailed to you with standard delivery (up to 10 business days). This fee is charged when cards are lost, stolen, or for a legal name change. You may also request a new card from your program administrator without a fee to you.
Card Replacement Expedited Delivery	\$10.00	This is our fee for expedited delivery (up to 3 business days) charged in addition to any Card Replacement fee.
Inactivity	\$2.00	This is our fee charged each month after you have not completed a transaction using your card for 270 consecutive days.
<b>Transaction Limits</b>		
For security reasons, there are limitations on the number and amount of transactions that you may perform with your Card. There may be additional limits on the amount, number or types of transactions you can make using your Card and for security reasons we do not disclose these limits. Daily limits are based on a rolling 24 hour period. Limits are subject to change from time to time. You will receive prior notice of such changes to the extent required by applicable law.		
Maximum Card Balance at any time	\$5,000	
Maximum Daily Debits	5 transactions and \$640 per day	
ATM Withdrawals	1 transaction and \$85 per day	
Purchases at the Point of Sale (including cash over the amount of purchase)	5 transactions and \$300 per transaction/\$600 per day	
Maximum Daily Credits	10 transactions and \$5,000 per day	
Returns and Refunds	May not exceed 4 transactions per day	

The Elan Prepaid Card is issued by Elan Financial Services pursuant to a license from Visa U.S.A. Inc. © 2019 Elan Financial Services.

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# THE ELAN™ PREPAID CARD CARDHOLDER AGREEMENT

(Effective 7/1/2018)

## TERMS AND CONDITIONS FOR THE ELAN PREPAID CARD

By activating, accepting and/or using the Elan Prepaid Card (“Card”), you agree to be bound by the terms and conditions contained in this Elan Prepaid Card Cardholder Agreement (“Agreement”), which will govern your use of your Card and your Account. Your Card is a reloadable Visa® branded prepaid debit card issued by Elan Financial Services (“Elan”), and your Card accesses your Elan Prepaid Card account (“Account”). “You” and “your” means the person(s) who received the Card from Elan and are authorized to use the Card and Account as provided for in this Agreement. “We,” “us,” and “our” mean Elan, our successors, affiliates or assigns. “Funder” means an organization providing an actual dollar value, or funds, to your Card. Please read this Agreement carefully and keep it for future reference. The laws of the state of Ohio govern the interpretation of this Agreement, without giving effect to conflict of law principles thereof that may cause the law of another state to apply.

The Card and Account are not connected in any way to any other account. You will not receive any interest on the funds in your Account. The Card is not a credit card. The Card is not for resale. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. We may refuse to process any transaction that we believe may violate the terms of this Agreement. Your funds are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the maximum allowed by law.

### THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER). IT IS IMPORTANT THAT YOU READ THE ARBITRATION SECTION CAREFULLY.

#### 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, we may ask for your name, address, date of birth and other information that will allow us to identify you. If necessary, we may also ask to see your driver’s license or other identifying documents.

## HOW TO USE YOUR CARD

**1. Activating Your Card; PIN Selection.** You can activate your Card by calling us at 855-274-9938 (we accept relay calls). During the activation process, you will select a Personal Identification Number (“PIN”), which you may use to conduct certain transactions, such as point of sale transactions or ATM transactions. The Card and PIN are provided for your use and protection, and you agree to make sure only you know your PIN – do not write your PIN on your Card or tell anyone – and to notify us immediately if your PIN has been compromised.

**2. Using Your Card.** You are able to use your Card and Account to conduct the types of transactions described in your Fee Schedule and Transaction Limits, which may include:

- Paying for purchases at stores and businesses permitted by your Funder (“point-of-sale transactions”).
- Performing transactions at automated teller machines (“ATMs”).

Fees and transaction limits may apply. Not all transaction types are available for all programs. See “Card Fees and Transaction Limits” for more details.

**3. Loading Your Card.** Only your Funder may deposit money (load value) onto your Card. Monies deposited into the Account are available for your use in accordance with this Agreement and any rules set by your Funder.

## CARD FEES AND TRANSACTION LIMITS

**4.** Under some situations, you will be charged fees for using your Card or Account. We will charge you and you agree to pay the fees and charges (collectively “Fees”) described on the Fee Schedule included with your Card. Fees will be deducted automatically from the available Account balance. Any time your Account balance is less than the amount of the fee being assessed, the balance of your Account will be applied to the fee amount. Unpaid fee amounts will accumulate and will be deducted after your next load. Third parties may assess additional charges. Available transaction types and applicable transaction limitations are displayed in the transaction limits table (“Transaction Limits”) below your Fee Schedule. For security reasons there may be additional limits on the amount, number or type of transactions you can make using the Card or Account. Fees and Transaction Limits are incorporated into this Agreement by reference and are subject to change from time to time. You will receive prior notice of Fee and Transaction Limit changes to the extent required by applicable law. You may receive a copy of the Fee Schedule and Transaction Limits by calling us toll free at 855-274-9938.

Your Funder may set additional limits on the types of transactions you conduct and the merchants with whom you may transact. Contact your Funder for a list of these restrictions.

## HOW TO OBTAIN ACCOUNT INFORMATION

### 5. Account Information

- Call us at 855-274-9938 to find out whether or not a load has been made.
- You may obtain Account balances and review Account activity by calling 855-274-9938.
- You will receive written monthly statements for your Account. You may request copies of statements by calling 855-274-9938, or by writing us at Elan Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255. You will not be charged a fee for this information. Recurring paper statements may not be available during a month in which a transaction did not occur.
- You can get a receipt at the time you make any transfer to or from your Account using an ATM or point of sale terminal.

**6. Contact Information and Business Days and Hours.** For general inquiries by mail, write us at: The Elan Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255. For service inquiries and/or to report your Card lost or stolen, call 855-274-9938, 24 hours a day, 7 days a week. Our business days are Monday through Friday. Holidays are not included.

## IMPORTANT INFORMATION ABOUT USING YOUR CARD

**7. Holds Upon Authorization.** Transactions with some merchants - restaurants, car rental agencies, hotels, salons, mail-order companies, and cruise lines, for example - will authorize in an amount greater than your purchase. If you do not have available funds in the amount requested in the authorization, then your transaction will be declined. If the transaction is authorized, funds in the authorized amount will be held and will not be available for other purchases. The authorized amount will be held until the transaction posts to your Account. Transaction posting can generally take up to 10 days, except for certain travel and lodging related authorizations that can take up to 21 days. In some cases, the authorization amount will be held even if you do not complete your transaction.

### 8. Split Transactions; Rescinded Transactions; Failure to Honor

- If you do not have enough money in your Account to complete a particular transaction, you may split your purchases between your Card and another form of payment. Tell the cashier how much you want to pay first with your Card. If you do not know your exact balance, please call customer service at 855-274-9938 to verify your balance prior to attempting to make a purchase. Please note, not all merchants permit this type of split transaction.
- If you authorize a purchase but do not make the purchase as planned, the authorized amount will be held until the authorization expires or the merchant releases the hold, which may take up to seven days.

C. Neither we nor any other bank or business will be liable to you for failure to accept or honor the Card.

### 9. Preauthorized Payments

- Right to stop payment and procedure for doing so.* If you have preauthorized payments with your Card, you can stop any of these payments. Here’s how: Call us at 855-274-9938 or write us at Elan Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- Notice of varying amounts.* If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- Liability for failure to stop payment of preauthorized transfer.* If you order us to stop payment three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**10. Returns and Refunds.** If there is a problem or dispute with a purchase of goods or services, you must address it directly with the merchant involved. Refunds and returns are subject to the merchant’s policies or applicable laws. If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card in place of cash.

**11. Payment.** Each time you use your Card, the amount of the transaction will be debited from your Account. You may not be allowed to exceed the balance available in your Account by any individual or series of purchases. Nevertheless, if you make a purchase that exceeds the balance in your Account (an “overdraft”), you will be fully responsible for the amount of your purchase that exceeded the balance in your Account. We also reserve the right to automatically debit such overdrafts from current or future money deposited to your Account or any other account you have with us. In such case, you agree to be responsible for payment to us for all overdrafts.

### 12. Using Your Card in a Foreign Country

You may use your Card for retail purchases at foreign (outside the United States) merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System or the Visa logo. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable Visa rules, in which case we will add the “foreign fee” described below to those transactions. We do not control how these merchants, ATMs and transactions are classified for this purpose. The exchange rate in effect when the transaction is processed may differ from the rate in effect on the date of the transaction or the date of the posting of the transaction to your Account. If you use your Card at a merchant or an ATM that bears the Visa logo (and no PLUS System logo, the transaction will be processed through the Visa system and will be converted into U.S. Dollars according to the applicable rules established by Visa from time to time. For transactions processed through Visa, the foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. If you use your Card at an ATM that bears only the PLUS System logo (and no Visa logo), the transaction will be processed through the PLUS System and will be converted into U.S. Dollars at the exchange rate established, from time to time, by the operator of that ATM. If you use your Card at an ATM that bears both the Visa and PLUS System logos, the ATM operator will determine whether to send your transaction over the Visa or PLUS System network using such network’s respective currency conversion rules then in effect (as explained above). We may assess foreign fee, calculated as a percentage of your transaction amount. The percentage, if any, is listed on the Fee Schedule. We

may assess the “foreign fee” on all foreign transactions, even in transactions that do not require currency to be converted.

**13. Other Terms.** Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. Your Card may not be used for any unlawful purpose. You agree that you will not use your Card for illegal internet-gambling or any transaction that is illegal under applicable law, or not permitted by network rules.

### 14. Contact in the Event of Loss, Theft or Unauthorized Use; Your Liability for Unauthorized Transactions

- Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe an electronic fund transfer has been performed without your permission. Telephoning is the best way of notifying us and keeping your possible losses down. You may contact us by calling us toll-free at 855-274-9938 or by writing us at Elan Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255. If your Card has been lost or stolen, we will close your Card.
- Zero Liability.* You are generally protected from all liability for unauthorized transactions. However, if you do not tell us within 60 days after the earlier of the date you electronically access your Account, if the transaction could be viewed in your electronic history, or the date we sent the first statement or transaction history on which the unauthorized transfer appears, you may not get back any money you lost after the 60 days if we can prove we could have stopped someone from taking the money if you had told us in time. Alternatively, we may require you to report an unauthorized transaction(s) within 120 days after the transfer or transaction allegedly in error was credited or debited to your Account.
- If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### 15. Your Right to Dispute Errors

- In case of errors or questions about your Card, call 855-274-9938 or write to Elan Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255, as soon as you can if you think your statement, transaction history, or receipt is wrong or if you need more information about a transaction listed on the statement, transaction history, or receipt. We must allow you to report an error until 60 days after the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 855-274-9938 or writing us at Elan Prepaid Card Services, P.O. Box 551617, Jacksonville, FL 32255.
- You will need to tell us:
  - Your name and your Elan Prepaid Card number.
  - The dollar amount of the suspected error.
  - Approximately when the error took place.
  - Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after speaking with us.
- We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within 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 10 business days, we may not credit your Account until the investigation is complete, although we will still investigate your complaint or question. For errors involving new Cards (open less than 30 days), point of sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cards, we may take up to 20 business days to provisionally credit your Card for the amount you think is in error. We will tell you the results within three business days

after completing our investigation.

- E. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents used in our investigation. If we have issued provisional credit to you and there is no error, the amount of that credit will be subtracted from your Card. We will give you advance notice of the amount and date of the debit against your Card for that credit.
- F. If you need more information about our error-resolution procedures, call us at the telephone number shown above.

**16. Our Liability.** If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages with some exceptions. We will not be liable, for instance:

- (i) If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- (ii) If the automated teller machine where you are making the transfer does not have enough cash.
- (iii) If the terminal system was not functioning properly and you were aware of that when you started the transfer.
- (iv) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (v) There may be other exceptions stated in our agreement with you.

## OUR RIGHTS UNDER THE AGREEMENT

**17. Amendment, Termination and Other Rights.** We may at any time change or terminate these terms and conditions, or transfer our rights under this Agreement. We do not give up our rights by delaying or failing to exercise them at any time. If any term of this Agreement is found by a court to be illegal or unenforceable; all other terms will still be in effect. You will be notified of any change in the manner required by applicable law. However, if the change is made for security purposes, we can implement such change without prior notice. We may terminate or suspend this Agreement or any features or services of the Card described herein at any time. You may close your Account as permitted by your program. Account termination or closure, whether by you or us, will not affect prior transactions or obligations relating to your Account existing at the time of termination. From time to time, we may monitor telephone calls you make to us or our agents.

## DISCLOSURE OF CARD INFORMATION

**18.** In accordance with your Funder's terms and conditions for your program, your Funder will have access to transaction and other information about your Account. By activating and using this Card, you agreed to share Account information with your Funder.

**19.** We will disclose information to third parties about your Card and Account or the transfers you make: (i) where it is necessary for completing transfers, (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, (iii) in order to comply with government agency or court orders, or (iv) if you give us your written permission.

## ADDITIONAL INFORMATION

### 20. Role of Your Funder

- A. Your Funder is responsible for transferring funds to us to load into your Account. These funds will be transferred by your Funder to us and loaded into your Account by us according to the schedule agreed to by your Funder and us. We have no obligation to you in the event your Funder delays in providing or fails to provide funds to your Account.
- B. Your Funder may retain the right to deduct funds from the Account in order to correct a previous error or overpayment to you or for other reasons. You hereby authorize us to accept instructions from your Funder to credit or

debit funds to or from your Account and, in the case of a debit, to return those funds to your Funder. If you have a dispute with your Funder about the amount that the Funder loads onto or deducts from your Account, you agree to not involve us in that dispute and to resolve that dispute solely with your Funder.

- C. In accordance with your Funder's terms and conditions for your program, your Funder will have access to transaction and other information about your Account. By activating and using this Card, you agreed to share Account information with your Funder.
- D. You acknowledge and agree that except as set forth in this section, your Funder shall not be liable for any claims by you in connection with this Agreement.

**21. Use by Others.** Except as described in "Contact in the Event of Loss, Theft or Unauthorized Use; Your Liability for Unauthorized Transactions" below, you are liable and responsible for all transactions, fees, and other activity with respect to the Card or Account. You may not permit another person to have access to your Card or Account. If you do provide access to your Card or Account to another person, you are liable for all transactions and fees incurred by such person. You must notify us in writing to revoke permission for any person you previously authorized to use or access your Card or Account.

**22. Cellular Phone Contact Policy.** By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

### 23. ARBITRATION

**A. This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. This Arbitration Provision shall not apply to a party who is a covered borrower under the Military Lending Act. These arbitration provisions shall survive closure of your account or termination of all business with us. If any provision of this section is ruled invalid or unenforceable, this section shall be rendered null and void in its entirety.**

**B. Arbitration Rules: In the event of a dispute relating to or arising out of your account or this Agreement, you or we may elect to arbitrate the dispute. At your election, the arbitration shall be conducted by either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000.00 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1.800.352.5267 or [www.jamsadr.com](http://www.jamsadr.com) and for the AAA by contacting the AAA at 1.800.778.7879 or [www.adr.org](http://www.adr.org). Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. Without regard to which arbitration body is selected to resolve the dispute, any disputes between you and us as to whether your claim falls within the scope of this**

**arbitration clause shall be determined solely by the arbitrator, and not by any court.**

**C. Arbitration Process: Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator's decision will generally be final and binding. At your request, for claims made to consumer accounts, we will advance your filing and hearing fees for any claim you may file against us; the arbitrator will decide whether we or you will ultimately be responsible for those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.**

**D. Effects of Arbitration: If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants, or in any other form of representative capacity that seeks monetary or other relief beyond your individual circumstances, pertaining to any dispute subject to arbitration. There shall be no authority for any claims to be arbitrated on a class action or any other form of representative basis. Arbitration can only decide your or our claim, and you may not consolidate or join the claims of other persons who may have similar claims, including without limitation claims for public injunctive or other equitable relief as to other customers or members of the general public. Any such monetary, injunctive, or other equitable relief shall be limited solely to your accounts, agreements, and transaction with us. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.**

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