

Monthly Fee	Per Purchase	ATM withdrawal	Cash reload
NA	\$0	\$0	NA
ATM balance inquiry (in-network or out-of-network)			\$0 or \$1.00*
Customer service (automated or live agent)			\$0
Inactivity			\$0
We charge 9 other types of fees. Here is 1 of them:			
Weekly maintenance fee			\$2.50 per week
*This fee can be lower depending on how and where this card is used.			
No overdraft/credit feature.			
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 service in the cardholder agreement.			

There is no purchase price for the prepaid Card. This Card may be active and ready for use. If it is not, refer to the sticker on the Card for activation instructions. No fee is charged for activating the Card. By accepting and using this card, I acknowledge that I authorized and requested the return of my funds on this Prestige Prepaid Mastercard. I further understand that I may choose not to use the card and can request a check be mailed to me in accordance with the terms set forth in the Cardholder Agreement.

The Prestige Prepaid Mastercard® is issued by Central Bank of Kansas City, Member FDIC, pursuant to a license by MasterCard International Incorporated. MasterCard and the MasterCard brand mark are registered trademarks of MasterCard International Incorporated.

Last updated: 4/6/2020 – CS2035CBKC: RC-PRES-4B-CBKC

List of all fees for Prestige Prepaid Mastercard®. Fee Schedule		
Card Grace Period is SEVEN (7) days		
All Fees	Amount	Details
<b>Get Started</b>		
Card purchase	\$0.00	You will not be charged a fee by us for purchasing the Card.
Activation	\$0.00	You will not be charged a fee for activating the Card.
<b>Monthly Usage</b>		
Weekly maintenance fee	\$2.50 per week	The Grace Period for your Card is seven (7) days. This fee is assessed weekly beginning the first day following your Grace Period and will be assessed on the same day each week thereafter. Fee as it appears on statement SVC CHG-WEEKLY
<b>Add Money</b>		
Cash reload	N/A	You may not add additional funds may not be added to the Card. Funds may only be loaded by the Correctional Facility providing you with the Card.
<b>Transfer Money</b>		
Card to bank transfer	\$0.00	You will not be charged a fee for a Card to bank transfer.
<b>Spend Money</b>		
Signature purchase	\$0.00	You will not be charged a fee for signature purchases.
PIN purchase	\$0.00	You will not be charged a fee for PIN purchases.
Decline at point-of-sale	\$0.50	Each time you attempt a point-of-sale purchase within the United States or U.S. Territories by selecting "debit" and entering your Personal Identification Number ("PIN") and the transaction is not successful due to for insufficient funds or exceeding the Card's limits. Ensure that you have sufficient funds on your card prior to making a purchase. You can review your balance online or by calling call customer service. Standard message and data rates from your wireless service provider may apply. Fee as it appears on statement: SVC CHG DENIED TXN
<b>Get Cash</b>		
ATM withdrawal (in-network)	\$0.00	"In-network" refers to the MoneyPass ATM Network. ATM locations within the network are subject to change at any time by the ATM operator or network. Locations can be found at <a href="http://www.moneypass.com">www.moneypass.com</a>
ATM withdrawal (out-of-network)	\$0.00	"Out-of-network" refers to all the ATMs outside of the MoneyPass ATM Network. This is our fee assessed each time you withdraw cash from an ATM within the United States and U.S. Territories unless it displays the MoneyPass logo. You may also be charged an additional fee by the out-of-network ATM operator or network, even if you do not complete a transaction. You can withdraw cash at no charge by using an ATM displaying the MoneyPass logo. You may also request cash back at point-of-sale using your PIN. Fee as it appears on statement: SVC CHG ATM WITHDRAW
ATM decline	\$1.00	Each time an ATM cash withdrawal request within the United States and U.S. Territories is declined for insufficient funds or exceeding the Card's limits. You can review your balance online or call customer service prior to attempting an ATM withdrawal and ensure the withdrawal amount (plus any additional fees) does not exceed your Card balance. Fee as it appears on statement: SVC CHG NSF ATM
Bank teller withdrawal	\$0.00	We do not charge a fee for bank teller withdrawals. You may be charged an fee by the bank where you make the withdrawal.
<b>Information</b>		
Customer service (automated or live agent)	\$0.00	No fee for calling our customer service line, including for balance inquiries.
ATM balance inquiry (in-network)	\$0.00	"In-network" refers to the MoneyPass ATM Network. ATM locations within the network are subject to change at any time by the ATM operator or network. Locations can be found at <a href="http://www.moneypass.com">www.moneypass.com</a> . Track your Card balance online at no charge or call customer service.
ATM balance inquiry (out-of-network)	\$1.00	"Out-of-network" refers to all the ATMs outside of the MoneyPass ATM Network. This is our fee that is charged each time you request your Card balance using an ATM within the United States and U.S. Territories unless it displays the MoneyPass logo, regardless of whether you also conduct a cash withdrawal. You may also be charged a fee by the out-of-network ATM operator or the network. To find a MoneyPass ATM, go to <a href="http://www.moneypass.com">www.moneypass.com</a> . You may track your Card balance at no charge online or by calling customer service. Standard message and data rates from your wireless service provider may apply. Fee as it appears on statement: SVC CHG BALANCE INQ
<b>Using your card outside the U.S.</b>		
International transaction	3% of total transaction in USD	Of the U.S. dollar amount of each transaction each time you obtain funds or make a purchase in a currency other than U.S. dollars (USD) or outside the United States and U.S. Territories. When assessed, this fee will be a minimum of one cent (\$0.01). Fee as it appears on statement: SVC CHG INTNRTL TRAN
International decline at point-of-sale	\$0.50	Each time you make a point-of-sale purchase outside of United States or U.S. Territories by selecting "debit" and entering your Personal Identification Number ("PIN"). Transactions made outside of the 50 United States and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency. Ensure that you have sufficient funds on your card prior to making a purchase. You can review your balance online or by calling call customer service. Fee as it appears on statement: SVC CHG DENIED TXN
International ATM withdrawal	\$4.95	This is our fee each time you withdraw cash from an ATM outside of the United States and U.S. Territories. You may also be charged a fee by the ATM operator or the network used to complete the transaction. Transactions made outside of the 50 United States and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency. Fee as it appears on statement: SVC CHG ATM WITHDRAW
International ATM decline	\$1.00	Each time an ATM cash withdrawal request outside the United States and U.S. Territories is declined for insufficient funds or exceeding the Card's limits. Review your balance online or call customer service prior to attempting an ATM withdrawal and ensure the withdrawal amount (plus any additional fees) does not exceed your Card balance. Fee as it appears on statement: SVC CHG NSF ATM
International ATM balance inquiry	\$1.50	This is our fee which is charged each time you request your Card balance using an ATM outside of the United States and U.S. Territories regardless of whether you also conduct a cash withdrawal. You may also be charged a fee by the ATM operator or the network used to complete the transaction. You may track your Card balance at no charge online or by calling customer service. Standard message and data rates from your wireless service provider may apply. Fee as it appears on statement: SVC CHG BALANCE INQ
<b>Additional Card Services</b>		
Balance refund check	\$9.95	Each time a check is issued to refund the balance of the Card after the Card's has been used and/or if it is past the Card's Grace Period. You may request a check for the full balance within the Card's Grace Period without incurring this fee if the Card has not been used. Fee will not be assessed if no check is issued. Fee as it appears on statement: DR ADJ CRD CLOSE FEE
<b>Other</b>		
Inactivity	\$0.00	You will not be charged a fee for activating the Card.
<b>Potential Third Party Fees</b>		
ATM surcharge	May Vary	Third party ATM operators may charge a fee each time you withdraw funds or check your balance at a non-MoneyPass ATM. You may withdraw cash at no charge by using an ATM displaying the MoneyPass logo. To find a MoneyPass ATM, go to <a href="http://www.moneypass.com">www.moneypass.com</a> .
Bank teller withdrawal	May Vary	The bank where you where you complete a bank teller withdrawal may have additional limits and may charge a fee each time you withdraw funds. You should inquire about any prior to completing your withdrawal.
Card network international currency conversion	May Vary	The Card Network for your Card (e.g. Visa®, Mastercard®, or Discover®) may assess a fee for currency conversion if you make a transaction in a currency other than the currency in which your Card Account was issued. This fee is a percentage of the amount of the transaction.

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

No overdraft/credit feature.

Contact Central Bank of Kansas City by calling 1-866-733-8845, by mail at PO Box 235889 Encinitas, CA 92023-5889, or visit [prestigelogin.com](http://prestigelogin.com). If live agents are unavailable, you will be able to receive most account information by following the automated prompts, or by logging into your account online.

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).

The Prestige Prepaid Mastercard® is issued by Central Bank of Kansas City, Member FDIC, pursuant to license by MasterCard International Incorporated. Mastercard and the Mastercard Brand Mark are registered trademarks of MasterCard International Incorporated. Consult your Cardholder Agreement and the fee schedule for fees, terms, and conditions associated with the approval, maintenance, and use of the Card. The Mastercard card may be used everywhere Debit Mastercard is accepted. Restrictions apply, see Cardholder Agreement for details.

Last updated: 4/6/2020 – CS2035CBKC: RC-PRES-4B-CBKC

#### CARDHOLDER AGREEMENT

NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS YOU OPT-OUT AS DETAILED IN THE ARBITRATION SECTION BELOW.

There is no purchase price for the prepaid Card. This Card may be active and ready for use. If it is not, refer to the sticker on the Card for activation instructions. No fee is charged for activating the Card. By accepting and using this card, I acknowledge that I authorized and requested the return of my funds on this Prestige Prepaid Mastercard. I further understand that I may choose not to use the card and can request a check be mailed to me in accordance with the terms set forth in the Cardholder Agreement.

AFTER RECEIVING YOUR CARD IF YOU DO NOT USE YOUR CARD AND IF YOU ARE WITHIN THE GRACE PERIOD FOR YOUR CARD, YOU MAY REQUEST A CHECK IN THE AMOUNT OF YOUR FUNDS TO BE MAILED TO YOU BY CALLING US AT 1-866-733-8845 OR GOING ONLINE AT [PRESTIGELOGIN.COM](http://PRESTIGELOGIN.COM).

YOU CAN ALSO OBTAIN ACCESS TO YOUR FUNDS AT NO CHARGE TO YOU FROM US IF YOU COMPLETE EITHER OF THE FOLLOWING: (A) TRANSFERRING THE ENTIRE AMOUNT OF YOUR FUNDS TO AN EXISTING BANK ACCOUNT BY VISITING [WWW.PRESTIGELOGIN.COM/QR](http://WWW.PRESTIGELOGIN.COM/QR) (B) PERFORMING A BANK OVER THE COUNTER WITHDRAWAL FOR THE ENTIRE AMOUNT OF YOUR FUNDS.

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which Central Bank of Kansas City ("CBKC" or "Issuer") has issued the Prestige Prepaid Mastercard® to you.

Please read this Agreement carefully and keep it for future reference. By activating the Card or by loading, using, or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or 19 if you reside in a state where the age of majority is 19); (ii) you are a U.S. citizen or legal alien residing in one of the 50 states or the District of Columbia; (iii) the personal information that you provide to us in connection with the Card is true, correct, and complete; and (iv) you received a copy of this Agreement and agree to be bound by and to comply with its terms, including the Arbitration Provision set forth below and the accompanying List of All Fees - Fee Schedule ("Fee Schedule").

#### Definitions.

**"Account Number"** means the unique number used to identify your Card Account. Please note that your Account Number is different than your 16-digit Card Number.

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

**"Available Balance"** means your Balance less preauthorizations (described below). Note: Your Available Balance may be positive, zero or negative.

**"Balance"** means the total amount of funds designated to you and on deposit with us in your Card Account. Note: Your Balance may be positive, zero or negative.

**"Business Day"** means Monday through Friday, excluding federal holidays, even if we are open for business. Any references to "days" found in this Agreement are calendar days unless otherwise indicated.

**"Card"** means the prepaid card issued to you by Issuer pursuant to this Agreement.

**"Card Account"** means the account we maintain on your behalf to track your Balance on deposit with us and record transactions made using your Card or by other means set forth herein.

**"Card Network"** means Mastercard®, the card network for your Card.

**"Card Number"** is the 16-digit number embossed or printed on your Card.

**"Grace Period"** is the period of time after you receive the Card from the correctional facility or activate your Card if received by mail in which you can obtain a check for the full balance of the Card Account without incurring a fee as long as you have not used the Card. The Grace Period for your Card is set forth at the top of the accompanying Fee Schedule.

**"Instant Issue Card"** means the non-personalized Card that you receive at the correctional facility that provided you the Card.

**"Issuer"** means Central Bank of Kansas City. Issuer is a bank chartered under the laws of the State of Missouri and a Member of the Federal Deposit Insurance Corporation ("FDIC").

**"PIN"** means Personal Identification Number.

**"We", "us", and "our"** mean the Issuer, our successors, affiliates or assignees.

**"Website"** means the internet page listed below where certain information regarding your Card Account with us is maintained.

**"You", "Your", and "Cardholder"** mean the person who has received a Card and is authorized by the Issuer to use the Card as provided for in this Agreement.

Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

**How to Contact Us.** For Customer Service or additional information regarding your Card, including the terms, conditions, and fees that apply to the Card, as well as your transaction and Balance history, please contact us:

**By phone at:** (866) 733-8845 (Toll Free within the USA)

**By mailing us at:** Prestige Prepaid Mastercard, PO Box 235889 Encinitas, CA 92023-5889

**By visiting our Website:** [prestigelogin.com](http://prestigelogin.com)

There is no cost for contacting Customer Service. When you call Customer Service, you may be asked to provide certain personal information so we can verify your identity.

For your security, please DO NOT send the following information to us via email: (i) your full Card Number or full Account Number, (ii) your personal identifiable information, such as full social security number or birth date, (iii) your login information for internet account access, or (iv) images of identification documents such as your state issued ID or social security card.

**Important Information about Procedures for Opening a New Card 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 obtains a Card. What this means for you: the correctional facility that provided you with your Card has provided us with information regarding your name, date of birth, and address for you and may have provided us with additional information about you. If we request you to do so, you agree to confirm that information and/or provide us with additional information in order to assist our effort to comply with applicable laws and regulations including: your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

If we are unable to verify your identity, we may, at our sole discretion: (i) permit you to activate and use your Card to spend down any Available Balance on your Card, (ii) issue you a refund check for any Available Balance on your Card provided we have a valid U.S. mailing address for you, or (iii) require further investigation. You will not be able to reload your Card and may not be able to use your Card internationally until we are able to verify your identity.

**About the Card.** The Card has been provided pursuant to the Prestige Inmate Release Card Program. The Card is a prepaid card. The Card is not a credit card. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a checking or savings account. You will not receive any interest on your funds in your Card Account. There is no credit line associated with your Card. Your Card cannot be redeemed for cash. You may use the Card to access your funds as set out in the "Using Your Card" section below. The funds in your Card Account will be insured to the maximum coverage limit provided by the FDIC, through the Issuer, once we have been able to verify your identity. The Card is and will at all times remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, may not be resold, and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. You agree to sign the back of each Card immediately upon receipt. You agree to only use the Card for personal, family or household purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law. All dollar amounts stated herein are in U.S. Dollars ("USD") unless expressly stated otherwise. Refer to the table below for a current list of states where the Card is not offered.

**Fees.** All fee amounts will be withdrawn from your Card Account, except where prohibited by law.

**NOTE: Fees assessed to your Card Account Balance may bring your Card Account Balance negative. Any time your Card Account Balance is less than the fee amount being assessed to your Card Account or your Card Account Balance is already negative, the assessment of the fee will result in a negative Balance on your Card Account or increase the negative Balance on your Card Account, as applicable. If that occurs, any subsequent deposits or loads into your Card Account will first be applied to the negative Balance.**

The fees that apply to your Card Account are listed on the accompanying Fee Schedule and are also available on our Website (see section above entitled "How to Contact Us").

**Instant Issue Card.** If you receive a Card that is not embossed with your name from the correctional facility that provides it to you, you received an Instant Issue Card.

**Activating Your Card.** Your Card may be active when you receive it from the correctional facility. If it is not active, you must activate your Card before it can be used. You may activate your Card by calling 1-844-633-5879. Your Card may not be immediately available for use after activation if we have not verified your identity.

**Authorized Users.** You may not request an additional Card for another person. You are responsible for all authorized transactions initiated and fees incurred by use of your Card. You should not allow others to have access to and use your Card. If you do permit another person to have access to and use your Card, Card Account, Card Number, or the Issuer's routing number and your assigned Account Number in connection with the creation and/or negotiation of any financial instruments, such as checks, which you are responsible for the authorized use of your Card and the security of your PIN according to the terms and conditions of this Agreement.

**Using Your Card.**

**Card Account Access.** Subject to the limitations set forth in this Agreement and the accompanying Fee Schedule, you may use your Card, Card Number, or Account Number, as applicable, to: (1) purchase goods or services wherever your Card is accepted; (2) transfer funds from your Card Account to your bank account; (3) withdraw cash from your Card Account wherever your Card Network's brand marks are displayed (as described in the Section below entitled "Using Your Card to Get Cash"); as long as you do not exceed the value available in your Card Account. There may be fees associated with some of these transactions. For fee information, see the Fee Schedule attached to this Agreement. Unless otherwise provided for elsewhere herein, you are personally responsible for all transactions initiated and fees incurred by the use or attempted use of your Card. Some of these services may not be available at all terminals or bank teller locations.

You may not use your Card for any online gambling, escort services, or any illegal transaction, even if gambling is legal in the jurisdiction where the activity took place. We are not responsible for your losses from gambling or illegal activity. It is your responsibility to determine if your usage is legal. You may not use your Card Number or the Issuer's routing number and your assigned Account Number in connection with the creation and/or negotiation of any financial instruments, such as checks, which we have not authorized.

You acknowledge and agree that the value available in your Card Account for use or withdrawal is limited to the funds loaded to your Card Account minus any pending loads or pending authorizations, minus funds spent or withdrawn from the Card Account and minus any and all applicable fees. If your Available Balance is insufficient to cover any transaction amount or any transaction fee(s) assessed or both, the transaction may be declined. If you use your Card Number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself.

**Limitations on Frequency and Dollar Amounts of Transactions.** We impose certain limitations on the number or dollar amount of transactions you can make with your Card. For security reasons, we may further limit the number or dollar amount of transactions you can make with your Card. We may also limit transactions made with certain types of merchants, including but not limited to merchants engaged in illegal activities, online or off-shore gaming, or dating/escort services. We may increase or decrease these limits from time to time in our sole discretion and without prior notice to you, to the extent permitted by applicable law.

Card Activity Limits		Maximum
Cash Withdrawals (ATM) – Daily **		\$510
Purchases (Point-of-Sale) – Daily		\$2,500
Purchases (Signature) – Daily		\$2,500
Bank Teller Withdrawal – Daily **		\$9,999
**The bank or ATM where the withdrawal takes place may also place certain limits on a withdrawal.		

Card Limits*	
Maximum cumulative amount of all loads in any 24-hour period	May not exceed \$9,999
Maximum cumulative amount of Card Account at any time ("Maximum Balance")	May not exceed \$9,999
We may increase or decrease these limits or add additional limits from time to time in our sole discretion. We reserve the right to accept or reject any request to reload value to the Card if we reasonably suspect the Card is being used for prohibited purposes. The Card may only be reloaded where the reloads are in the Cardholder's name. We will provide advance notice of such changes when required by Law.	

**Adding Funds ("Loading") to Your Card Account.** Adding funds is referred to as "Loading". Funds can only be added to the Card by the correctional facility providing you with your Card. You may not load funds to the Card. We have no obligation to you in the event that there is a delay or failure in providing funds to your Card. We may deduct, or designate a third party to cause a deduction from the funds loaded on the Card in order to correct a previous error or overpayment to you. You hereby authorize such deductions. If you have a dispute with the correctional facility about the amount that the correctional facility instructs us to load onto your Card, you agree to not involve us in this dispute and to resolve that dispute solely with the correctional facility.

**PIN.** You will receive a default PIN with your Card from the correctional facility that provided you the Card. You may change the default PIN by calling our Customer Service number and changing it via our automated system. Only one (1) PIN will be issued for each Card Account. Your PIN can be used to obtain cash (see section labeled "Using Your Card to Get Cash") or to make purchases everywhere your Card is accepted. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately by following the procedures described below in the section entitled "Your Responsibility and Liability for Unauthorized Transfers".

**PIN and Non-PIN Transactions.** Merchants may limit the available options for the type of transaction you wish to conduct or may let you choose between a PIN ("Debit") transaction or a signature ("Credit") transaction at the point of sale. To initiate a signature transaction at the point of sale, select "Credit" and sign the receipt (if required by the merchant). To initiate a PIN transaction at the point of sale, select "Debit" and enter your PIN at the point of sale terminal. For mail order, telephone, Internet or other card-not-present purchases, merchants may choose to route a transaction as a PIN transaction without asking you to enter your PIN, which may subject you to PIN purchase fees. A merchant may also be permitted to route a transaction through as a PIN Debit without requiring you to enter your PIN even when your card is present. In each of these circumstances, we recommend that you ask the merchant whether your transaction will be routed as a PIN or signature transaction, to the extent we assess different fees under the accompanying Fee Schedule for PIN and signature transactions, as we are not able to control how the merchant routes your transaction. If you use your Card number without presenting your Card (such as for online, mail order, or telephone purchases), the legal effect will be the same as if you used the Card itself.

**Using Your Card to Get Cash.** With your PIN, you may use your Card to: (i) obtain cash or check your Available Balance at any ATM that bears the Mastercard®, Maestro®, Cirrus®, NYCE®, or MoneyPass® brand mark; or (ii) obtain cash at merchant or banks that have agreed to provide cash back at Point of Sale ("POS") terminals bearing the brand mark of your Card Network. ATM locations within the network are subject change at any time by the ATM operator or network. The maximum amount of cash you may withdraw at an ATM on a daily basis is described above in the section entitled "Limitations on Frequency and Dollar Amounts of Transactions". We may limit the amount of any individual ATM withdrawal, and merchants, banks and ATM operators may impose additional withdrawal limits. See attached Fee Schedule for information on the fees we assess for cash withdrawal and Balance inquiry transactions. You may also be charged a fee by the ATM operator or any network used (and you may be charged a fee for a Balance inquiry even if you do not conduct a withdrawal). Such third party ATM fees will be deducted from your Card Account in addition to any fees stated in the accompanying Fee Schedule. You may also use your Card to request a cash withdrawal from a bank teller. For fee information, see the accompanying Fee Schedule.

**Transactions Made Outside of the United States.** If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, the amount deducted from your funds will be converted by the Card Network into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by the Card Network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate the Card Network itself receives or the government-mandated rate in effect for the applicable central processing date. The Card Network (independently of us) may assess a fee for currency conversion based upon the amount of the transaction in the currency of your Card Account and will retain this amount as compensation for its services. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account.

Formatted Table

Formatted Table

Formatted Table

Formatted Table

Formatted Table

Formatted Table

Formatted Table

Formatted Table

Formatted Table

Formatted Table

Formatted Table

Formatted Table

Formatted Table

If you obtain your funds or make a purchase in a currency other than the currency in which your Card Account was issued, you will be assessed an International Transaction Fee equal to a percentage of the transaction amount, but no less than one cent (\$0.01), by the Issuer. For specific fee information including the percentage assessed, see the Fee Schedule attached to this Agreement. Transactions made outside of the 50 United States and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency. For security reasons, the Issuer may limit or deny use of your Card in certain foreign countries.

Some foreign merchants may allow you to complete your transaction in U.S. Dollars rather than the applicable foreign currency. Oftentimes, the merchant will assess a fee for such a service. You should inquire with the merchant before conducting the transaction, as we do not control the amount of such fee.

**Other Important Information About Using Your Card and Card Account.**

**Your Obligation for Negative Balances.** Each time you use your Card, you authorize us to reduce your Available Balance by the amount of the transaction and any applicable fees. You cannot use the Card to complete a transaction if the amount of the transaction exceeds your available Card Account Balance. Nevertheless, if any transactions cause the Balance in your Card Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to us for the amount of any negative Balance and any corresponding transaction fees. You agree to pay us promptly for the negative Balance. We further reserve the right to offset any negative Balance by any current or future funds you may load to or maintain in your Card Account or funds in any other Card Account you maintain with us now or in the future.

**Understanding Your Available Balance.** If a merchant preauthorizes a transaction from your Card Account and then you do not make the purchase or payment of the item as planned, the preauthorization may result in a hold on your available funds in the Card Account for the preauthorized amount for up to thirty (30) days or more. This timeline is determined by the Card Network and/or the merchant. When you use your Card to pay for goods or services, such as at a restaurant, a hotel or rental car purchases, certain merchants may preauthorize the transaction for the purchase amount plus an additional amount (to ensure there are sufficient funds available to cover tips or incidental expenses incurred). Any preauthorized amount will place a hold on your Card's funds for the amount indicated by the merchant until the merchant sends us the final amount of your purchase. You will not be able to use the money on your Card that is pending until the transaction settles. Once the final payment amount is received, the preauthorization amount on hold will be removed. We will only charge your Card for the amount of the final transaction and will release any remaining amount when the transaction finally settles. If there are any funds on hold for any transaction, we cannot reverse the hold and give you back your money until the transaction settles. If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount (place a hold) on your Card Account of up to \$75.00 or more. This may cause your Card to be declined, even though you have sufficient funds available on your Card to pay for the transaction. We recommend you pay for your purchase inside with the cashier. If you do not have enough value loaded on your Card you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called "split transactions". Some merchants do not allow split transactions or only allow split transactions if you pay the remaining amount in cash. You should ask the merchant prior to attempting any split transaction.

**Use of Bank Routing Number and Account Number.** Our bank routing number and your assigned Account Number are to be used only for the purpose of initiating ACH payments to and from your Card Account and all such transactions must be performed within the U.S. The 16-digit Card Number embossed or printed on your Card cannot be used for initiating direct deposits and such deposits will be rejected. You are not authorized to use our bank routing number and Account Number to make a debit transaction if you do not have sufficient funds in your Card Account or to make any debit transaction with a paper check, check-by-phone or other item processed as a check. These debits will be declined and your payment will not be processed.

**Recurring Transactions.** If you intend to use the Card for recurring transactions, you should monitor your Balance and ensure you have funds available in your Card Account to cover the transactions. "Recurring transactions" are transactions that are authorized in advance by you to be charged to your Card at substantially regular intervals. We are not responsible if a recurring transaction is declined because you have not maintained a sufficient Balance in your Card Account to cover the transaction. If these recurring transactions may vary in amount, the person you are going to pay should 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.) If you have told us in advance to make regular payments (i.e., Recurring Transactions) from your Card Account, you can stop the payment by notifying us orally or in writing at least three (3) business days before the scheduled date of the transfer. If you call, we also may require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. If you have authorized a merchant to make the recurring payment, you should also contact the applicable merchant in order to stop the transaction.

**Fraudulent Card Account Activity.** We may block or cancel your Card Account if, as a result of our policies and procedures, if we reasonably believe your Card Account is being used for fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement. We will incur no liability because of the unavailability of the funds that may be associated with your Card Account.

**NOTE:** If we contact you because we suspect your Card Account may have been compromised, your Card will likely be unable to be used to complete a purchase or ATM withdrawal. We will attempt to contact you. If for whatever reason, we are unable to reach you, we will try to leave you a message. If we do so or if you are unable to use the Card, please make every effort to return our call as soon as possible in order to reinstate transaction capabilities or to order to you a new Card. These actions are taken to preserve your rights under the section entitled "Your Responsibility and Liability for Unauthorized Transfers" and serve to potentially help to protect you from fraud. Please note that fees will continue to be assessed in accordance with the accompanying Fee Schedule while your account is suspended.

**No Warranty.** We are not responsible for the delivery, quality, safety, legality, or any other aspect of the goods and services purchased from merchants with the Card. All disputes concerning those matters should be addressed to the merchants from whom the goods and services were purchased. Merchants have no authority to make representations or warranties on our behalf, to bind us or to enter into any agreement on our behalf. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

**Returns and Refunds on Transactions.** 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 Account for such refunds and agree to the refund policy of that merchant. There may be a delay of up to five (5) days or more from the date the refund transaction occurs until the date the refund amount is credited to your Card Account.

**Card Replacement.** If you need to replace your Card for any reason, please contact us by telephone (see section above entitled "How to Contact Us"). We may assess a fee for the Replacement Card. See the accompanying Fee Schedule for information about the fees.

**Card Account Balance Refund.** When you receive your Card, you will have a Grace Period. During the Grace Period, you may request a Card Account Balance Refund via a check without incurring a fee if you have not used your Card. In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused Balance to be returned to you via a check to the mailing address we have in our records. You may contact Customer Service to correct your mailing address, if needed. (See section above entitled "How to Contact Us"). A fee may apply for check refunds. For more information about the fee, see the accompanying Fee Schedule. The Issuer reserves the right to refuse to return any unused Balance amount less than \$1.00, unless prohibited by law.

**Card Expiration.** Subject to applicable law, you may use your Card only through the Card expiration date. The expiration date is identified on your Card. The funds in your Card Account will not expire, regardless of the expiration date on your Card, but may be subject to fees. If there is a Balance remaining on the Card upon expiration and your Card is in good standing, a check will be issued to you for any remaining balance, provided we have a valid U.S. mailing address for you.

**Obtaining Card Account Balance and Historical Transaction Information.** You are responsible for keeping track of and reconciling your available Card Account Balance. Merchants generally will not be able to tell you your Available Balance. It is important to keep track of your Available Balance before initiating any transaction, as a declined ATM transaction for insufficient funds or exceeding your Card's limits may result in a fee. See the accompanying Fee Schedule for more information regarding this fee, if any. You may access your Available Balance at no cost on our Website or by contacting us by phone (see the section above entitled "How to Contact Us"). A history of at least twelve (12) preceding months of Card Account transactions is also available at no cost by logging into your Card Account on our Website. You also have a right to obtain twenty-four (24) months of written history of Card Account transactions by contacting us by telephone or mail. You will not automatically receive paper statements.

**Important Information Regarding Your Rights and Responsibilities.**

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

- (i) Where it is necessary for completing transactions;
- (ii) In order to verify the existence and condition of your Card for a third party, such as a merchant;
- (iii) In order to comply with government agency, court order, or other legal reporting requirements;
- (iv) If you consent by giving us your written permission;
- (v) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (vi) Otherwise as necessary to fulfill our obligations under this Agreement.

**Our Liability for Failure to Complete Transactions.** If we do not properly complete a transaction with respect to your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages; however, there are some exceptions. We will not be liable, for instance:

- (i) If through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction;
- (ii) If a merchant refuses to accept your Card;
- (iii) If an ATM where you are making a cash withdrawal does not have enough cash;
- (iv) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (v) If access to your Card Account has been blocked after you reported your Card lost or stolen;
- (vi) If access to your Card Account has been blocked by us for suspected fraud;
- (vii) If there is a hold on your funds or your funds in your Card Account are subject to legal process or other encumbrance restricting their use;
- (viii) If we have reason to believe the requested transaction is unauthorized;
- (ix) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (x) Any other exception stated in our Agreement with you excludes us from such liability.

IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE FURTHER LIMITED BY THE TOTAL AMOUNT LOADED ON THE CARD ACCOUNT. IN NO EVENT WILL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES, UNLESS OTHERWISE REQUIRED BY LAW OR THIS AGREEMENT. WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICES, OR ANY PAYMENT SYSTEM. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW.

**Your Responsibility and Liability for Unauthorized Transfers.** You agree to exercise reasonable control over your PIN; user ID; and password and any other access code related to your Card Account (each, an "Access Code") and your Card. Tell us AT ONCE if you believe your Card has been lost or your Card or Access Code(s) have been stolen, or if you believe that an electronic funds transfer has been made without your permission. Contacting us by telephone as soon as possible is the best way to minimize your possible losses (see the section above entitled "How to Contact Us"). You could lose all the money in your Card Account.

If you notify us within two (2) Business Days after you learn of the loss or theft of your Card, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) Business Days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your electronic history shows transactions that you did not make, including those made by Card or other means, notify us at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors". If you do not notify us within sixty (60) days from the earlier of the date you electronically access your Card Account or the date we sent the FIRST written history on which the unauthorized transfer appeared, then you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

In the event you lose your Card or if it's stolen, we will block the Card as soon as we have been notified by you. Please report this immediately by calling our Customer Service number (see the section above entitled "How to Contact Us"). The card will be re-issued and mailed to you; however, the expiration date may be the same as the original issued expiration date. If the Card is lost or stolen while traveling overseas, we will re-issue the card; however, the card will be mailed to your home address we have on record. Cards will only be delivered outside of the USA at our discretion. We may assess a fee for the Replacement Card. See the accompanying Fee Schedule for information about the fees.

You agree to cooperate completely with us in attempts to recover funds from unauthorized users and to assist in their prosecution. If you share your Card or Access Code(s) with another person, use of your Card Account by that person may be considered as authorized. If you authorize another person to use your Card or Access Code(s), you agree that you will be liable for all transactions arising from use of the Card or Access Code(s) by such person except as otherwise set forth in this Agreement. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law.

**Mastercard Zero Liability Policy- Guidelines and Limitations.** In addition to your limitations of liability under the Your Responsibility and Liability for Unauthorized Transfers section above, your liability for the unauthorized use of your Card Account may also be limited by the Card Network. Subject to the limitations and exclusions stated below, under the Card Network's rules, you will have no liability for a transaction that was not authorized by you if you exercised reasonable care in safeguarding the Card from risk of loss or theft, and, upon becoming aware of such loss or theft, promptly reported such loss or theft to us by calling our Customer Service number (see the section above entitled "How to Contact Us"). The Card Network's Zero Liability Policy is subject to change without notice and changes made by the Card Network will automatically apply to your Card Account.

**Information about Your Rights to Dispute Errors.** In case of errors or questions about your Card, call our Customer Service number or write to our Customer Service address (see the section above entitled "How to Contact Us"). We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling our Customer Service number or writing to our Customer Service address (see the section above entitled "How to Contact Us"). You will need to tell us:

1. Your name and Card Number, Customer Number, or Account Number;
2. Why you believe there is an error, and the dollar amount involved; and
3. Approximately when the error took place.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error within one business day. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question.

If we need more time to investigate your complaint or question, we will credit your Card 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 to complete the investigation. This type of credit is referred to as a "provisional" or "temporary" credit. If we ask you to put your transaction dispute in writing and you do not provide it within ten (10) Business Days, we may not provide a provisional credit to your Card Account.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Card Accounts, we may take up to twenty (20) Business Days to credit your Card Account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us (see the section above entitled "How to Contact Us"). If you need more information about our error-resolution procedures, call our Customer Service number or write to our Customer Service address (see the section above entitled "How to Contact Us").

**Recording and Monitoring.** From time to time, in accordance with applicable law, we may monitor and/or record telephone calls between you and us or our vendors and third party service providers to assure the quality of our customer service.

**Address or Name Change.** You are responsible for notifying us of any change in your physical address, mailing address, email address, telephone number, or your name no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us by calling our Customer Service number or by writing to our Customer Service address (see the section above entitled "How to Contact Us"). We may require verification from you of any address change. Typically, this will be in the form of independent documents confirming your name and new address. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree and understand that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

**Short Message Service Text Message ("SMS"), Email, Telephone Calls, and Prerecorded Telephone Calls (each individually, a "Notification" and collectively, "Notifications").** We would like to send you Notifications about your Card Account. These Notifications can be for business purposes to provide you important information related to your Card or Card Account and/or for commercial purposes to let you know about services or features that may be of interest to you. You must opt-in for such Notifications by logging onto [www.prestigetogin.com](http://www.prestigetogin.com). In order to receive SMS text messages or mobile alerts, you must opt-in to this service, have text messaging enabled on your cellular telephone and subscribe to a participating cellular telephone carrier. There will not be a fee for this service. Standard cellular service provider messaging and data fees may apply. Check with your cellular service provider for more details.

At any time, if you wish to stop receiving ("opt-out" of) SMS Notifications you can do so by logging into your online account and updating your settings. If you wish to stop receiving marketing emails, you may click the Opt Out or Unsubscribe link at the bottom of any email that you receive. If you choose to later opt out of receiving Notifications by SMS texts or commercial emails from us, you may receive a confirmation notice confirming your decision to opt-out. You agree that we may send you such confirmations. You also acknowledge that for account security purposes we may send you emails or call you regarding your Card Account, even if you have put your number on a Do Not Call list or have opted out of receiving general commercial email from us. You may opt out of all Notifications at any time by calling our Customer Service number (see the section above entitled "How to Contact Us"); however, we reserve the right to restrict or terminate your access to any and all related products if you withdraw your consent to receive electronic communications. Any withdrawal of your consent to receive Notifications will be effective only after we have a reasonable period of time to process your withdrawal. If you withdraw your consent, the legal validity and enforceability of prior business Notifications delivered in electronic form will not be affected. You agree that we shall not be liable for incomplete, lost, late, damaged, illegible, or misdirected Notifications or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections, failed, incomplete, garbled, or delayed transmissions, or damage to any phone or computer system resulting from your participation in or accessing or downloading information in connection with such Notifications.

**Assignment.** Your Card, your Card Account and your obligations under this Agreement may not be assigned by you. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other network or association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of Missouri except to the extent governed by federal law.

**Amendment, Cancellation and Expiration.** We may (a) amend or change the terms and conditions of this Agreement, or (b) cancel or suspend your Card Account or this Agreement, at any time without prior notice to you except as required by applicable law. You may close your Card Account and terminate this Agreement at any time by contacting us by mail or telephone (see the section above entitled "How to Contact Us"). Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. For security or other reasons, we may consider your Card and Card Account inactive or dormant after a certain period of time as determined by us, (such period normally being not less than one hundred and eighty (180) days), during which time you have not used your Card for any transactions or during which time you have maintained a zero or negative Balance on your Card Account. If your Card and Card Account are inactive, we may close or cancel the Card and Card Account at our discretion. The Card and the funds loaded on your Card Account may also be deemed abandoned if you do not use your Card for a period of time specified by applicable law. If this occurs, we may try to locate you at the address last shown in our records. If we are unable to locate you, we may be required to escheat any money on your Card to the applicable state as unclaimed property. In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused Balance to be returned to you via a check to the mailing address we have in our records. There may be a fee for this service. See attached Fee Schedule for more information regarding fees. If we identified any fraudulent, illegal or any other use of your Card that is not permitted by this Agreement, to the extent permitted by law, we may, at our option and without waiving any of our rights, offset any direct loss up to the amount suffered by us as a result of such use from any Balance on your Card Account or any other Card Account that you may have, or may open in the future.

**Arbitration**

**ACTIVATION OR USE OF YOUR CARD ACCOUNT OR CARD CONSTITUTES ACCEPTANCE OF THIS ARBITRATION INCLUDING WAIVER OF YOUR RIGHTS TO CLASS ACTION.**

**Purpose.** This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

**Opt-Out Process.** You may choose to opt out of the Arbitration Provision, but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the acceptance of your Card at the following address: P.O. Box 124, Dell Rapids, South Dakota, 57222.

Your written notice must include your name, address, Card Number or social security number and a statement that you wish to opt out of this Arbitration Provision.

**Definitions.** As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, without limitation, any claim, dispute or controversy that arises from or relates to: (i) your Card; (ii) the amount of available funds in your Account; (iii) advertisements, promotions or oral or written statements related to your Card, goods or services purchased with your Card; (iv) the benefits and services related to your Card; and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court. As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Issuer, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with your Card (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use the Card, including but not limited to all persons or entities contractually obligated under this Agreement.

**Significance of Arbitration.** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE JAMS, OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

**Restrictions on Arbitration.** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claim to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other than holders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

**Initiation of Arbitration Proceeding/Selection of Administrator.** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS"), or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select either of the other organizations listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

**Arbitration Procedures.** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

**Location of Arbitration/Payment of Fees.** Any arbitration hearing that you attend shall take place in the federal judicial district of your primary residence. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

**Continuation.** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision shall survive termination of your Card as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

**English Language Controls.** Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

**Entire Agreement.** This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter. If any of the terms of this Agreement are invalid, or declared invalid by order of court, change in applicable law, or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

This Card is issued by Central Bank of Kansas City, Member FDIC, pursuant to license by Mastercard International Incorporated. Mastercard is a registered trademark of Mastercard International Incorporated.

Copyright Central Bank of Kansas City 2020. This Agreement is effective as of 4/6/2020. ~ CS1984CBC-Prestitute