

## Key2Prepaid® Cardholder Terms and Conditions

This Cardholder Agreement, together with the Schedule of Fees included with your Card, the KeyCorp Privacy Notice (“Privacy Notice”), and any other disclosures we may make with your Card (together, the “Agreement”) governs your use of a Mastercard® Card branded with our Key2Prepaid® service mark. Please read this Agreement carefully and keep it for your records. By activating and/or using your Card, you agree to accept the terms and conditions of this Agreement. You may reject the terms of this Agreement prior to any use of the Card by written notice to us of your rejection and request payment of the unused Card Balance. You cannot reject these terms after you use the Card. Your rejection, however, shall not affect our rights with respect to any Card.

### GENERAL INFORMATION

#### 1. Meaning of Some Terms

In this Agreement the term(s): (1) “we,” “us,” “our,” and “KeyBank” mean KeyBank National Association, its successors and assigns; as the card issuer under KeyBank’s Card program, (2) “you” and “your” mean the natural person who has received and is authorized to use the Card and the Card Balance as provided in this Agreement; (3) “Business Day” means Monday through Friday, holidays not included; (4) “Card Balance” means the amount of funds that you may access with your Card, but reduced in the manner described below; (5) “Card Network” means, individually, or collectively, the entity that established and currently operates a Prepaid Card payment network; (6) “Card Program” means the KeyBank Prepaid Card program pursuant to which you have received the Card; (7) “Card Transaction” means any financial transaction authorized by us whereby you use the Card as permitted under the terms of this Agreement at a location that accepts such Prepaid Card; (8) “Mastercard” means Mastercard International Incorporated; and (9) “Prepaid Card” means a plastic card or other electronic payment device issued by KeyBank and which is: (i) useable at multiple, unaffiliated merchants or service providers and/or at automated teller machines (“ATMs”); (ii) purchased and/or loaded on a prepaid basis under the terms of a KeyBank Prepaid Card Program; and (iii) honored upon presentation at participating merchants for goods or services, or at ATMs. Other definitions may appear elsewhere in this Agreement.

### INFORMATION ABOUT CARD USAGE

#### 2. Card Program

- a. **Key2Prepaid Card.** The term “Card” means the Prepaid Card that enables you to access and use the Card Balance by the means described in this Agreement. You may conduct Card Transactions wherever the Card is accepted in accordance with this Agreement and applicable Card Network rules. The Card is a non-reloadable prepaid Card and not a credit card, charge card, a bank debit card or a gift card. There is no actual checking or other physical account associated with your Card and you will not receive any interest on the Card Balance. You cannot link your Card to any deposit or credit account you may have with us or with any other financial institution; you may only transfer funds to another deposit account via the card to account functionality accessible on the Key2Prepaid website. Since your Card’s value has been prefunded, you should treat it the same as cash. The Card is not for sale and may not be transferred to any other person. You are solely responsible for the possession, use and control of your Card including, without limitation, all transactions initiated and fees incurred by use of your Card. The Card Balance is insured by the Federal Deposit Insurance Corporation (“FDIC”), subject to its rules, regulations, and applicable limits.
- b. **Non-reloadable.** Your Card is not reloadable, meaning that the monetary value is limited to the initial Card Balance. The Card Balance will only be increased in the event that credit is issued for returns to any merchant that had accepted your Card.
- c. **Activation.** You may activate your Card by calling the Customer Service Telephone Number provided in this Agreement. You may need to provide personal information at that time in order for us to verify your identity.
- d. **Expiration of Your Card.** Your Card will expire on the date indicated on the front of the Card (“Expiration Date”). Card Access to your Card Balance, and the underlying value in the Card Balance, will expire on the Expiration Date on your Card. After the Expiration Date you can no longer use the Card for any Card Transaction. If you attempt to return goods or services to a merchant after the Expiration Date, you will be subject to the return policy of such merchant. If there is a Card Balance remaining after the Expiration Date, we will apply the remaining balance to a new Card.
- e. **Your PIN.** Immediately upon receipt of your Card, you agree to sign the back of the Card to help protect from unauthorized use. However, your responsibility for Card Transactions does not depend on whether or not you sign the Card. A PIN will be established by you when you activate the Card for use with the Card. You agree (i) you will not provide your PIN to any other person, record it on your Card or otherwise make it available to anyone else; (ii) to keep the Card in a safe place; (iii) to protect the Card and PIN from fraudulent or unauthorized use; (iv) to use your Card and your PIN as instructed; (v) to promptly notify us of any loss or theft of your Card or PIN; and (vi) that you will be liable for the authorized or permitted use of your Card and PIN.
- f. **Using Your Card.** Subject to the terms and conditions of this Agreement, you may use your Card: (i) at any merchant that accepts the Card to purchase goods or services, and/or receive cash back (subject to any cash back limitations imposed by third parties); (ii) at KeyBank ATMs and any other participating ATMs to withdraw cash or view your Card Balance; or (iii) to obtain cash withdrawals at a financial institution that accepts Mastercard Cards. All Card transactions verified by a PIN shall be deemed to be fully authorized by you.
- g. **Card Restrictions/Authorization Holds.** Your use of the Card is subject to the following restrictions and limitations, as well as those set forth elsewhere in this Agreement.
  - i) Some transactions and services described in this Agreement may not be available at all merchants or ATMs (for example, where the Card Balance is less than the proposed transaction amount and the merchant will not permit you to use multiple payment methods for a single transaction). We may from time to time impose limits or restrictions on the number and dollar amount or types of transactions that you can make using your Card and/or PIN. Current limits are set forth in the fee schedule included with your Card (“Fee Schedule”). Additionally, we may block certain transactions where we suspect the transactions may be the result of fraud or other suspicious or illegal activity. There may be additional limitations disclosed elsewhere in this Agreement, in certain circumstances, and your ability to initiate transactions may be limited by the terms of other disclosures we have made to you, or by applicable law. You agree to abide by and be bound by all applicable limitations, and you acknowledge that we may change the applicable limitations in our sole discretion.
  - ii) You do not have any right to stop payment on any Card Transaction made using your Card.
  - iii) We and/or some merchants may request preauthorization for a Card Transaction in the purchase amount plus an estimated additional amount to ensure there are sufficient funds available to cover tips or incidental expenses incurred. For example, merchants where employees typically receive tips (such as restaurants) typically will submit a preauthorization request for 20% more than the base transaction amount to account for the tip you may add to the base transaction amount. Merchants in the travel industry (such as hotel, car rental agency and cruise line merchants) typically obtain preauthorization to ensure that your Card has sufficient funds to pay the anticipated amount of charges for the services you are requesting. Also, fuel-dispensing merchants typically obtain preauthorization for an estimated purchase amount when you pay at the pump (currently up to \$75), so you may wish to pay for fuel purchases at the service counter rather than at the pump. In each case, the amount of the preauthorization may exceed your actual transaction amount, and your transaction may be declined by the merchant if your amount of available funds is less than the preauthorization amount. Such a preauthorization request may result in a “hold” on your available funds in the amount the merchant submits for preauthorization (“Authorization Hold”), even if the amount of your actual transaction exceeds the Authorization Hold Amount. Once the final amount of the transaction is determined and has been processed and settled, your Card will be debited for such amount and the Authorization Hold will be removed. However, an Authorization Hold may remain on your account for several Business Days after your actual transaction. During the period of the Authorization Hold, the Card funds that are subject to the Authorization Hold will generally not be available for other Card transactions. We will have no liability to you in the event we decline any Card Transaction because an Authorization Hold is in place. We reserve the right to release, in our discretion, any Authorization Hold in order to make funds available for other Card Transactions, and if we do so we will have no liability to you if we subsequently reject the transaction corresponding to the Authorization Hold due to insufficient Card funds. We will have no liability to you in the event any merchant delays or fails to complete the final processing of any Card Transaction that corresponds to an Authorization Hold, and/or in the event any merchant requests an Authorization Hold in error. In general, we will not be responsible for any transactions generated in error by merchants, processing agencies, or any other third parties not under our control, except as may be required under applicable law. During the period of any Authorization Hold the Card balance reported to you might not reflect that the Authorization Hold is or was in place because available balances are sometimes based on actual debits or credits to your Card rather than on Authorization Holds. You are responsible for knowing when you have initiated a Card Transaction that might result in an Authorization Hold and for managing other Card Transactions accordingly during the period of an Authorization Hold.
  - iv) We will prohibit your use of the Card in those countries restricted by the U.S. laws administered by the Office of the Foreign Assets Control.
- h. **Card Transactions/Split Transactions.** The full amount of each Card Transaction, including applicable taxes will be deducted from your available Card Balance if such Card Balance is sufficient to complete the Card Transaction. A Card Transaction will not be authorized if your available Card Balance is not sufficient to cover such transaction. If the Card Balance is less than a desired purchase transaction amount, you may request a merchant to split the purchase transaction, by telling the merchant your remaining Card Balance and paying the excess amount of your purchase by cash or other payment method. Not all merchants will allow you to split a purchase transaction. Credit will not be extended to you in connection with your use of the Card. Nothing in this Agreement shall require us to authorize any Card Transaction. While you are actively enrolled in the Card Program, do not throw away your Card because any credits for returns will be applied back to your Card Balance. If you permanently terminate your participation in the Card Program for any reason, please destroy your Card immediately.
- i. **Foreign Currency Transactions.** If you use your Card for Card Transactions made in currencies other than U.S. dollars, the transactions will be converted to U.S. dollars under the then-current regulations established by Mastercard. Conversion to U.S. dollars may occur on a date other than the date of the transaction. The difference in the value of the currency (more formally known as the exchange rate between the foreign currency and the billing currency) is either (i) a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives, or (ii) the government-mandated rate in effect on the applicable central processing date. We will impose the international fees set out the Fee Schedule for any Card Transaction (including reversals) made in a country other than the United States (including Puerto Rico, the U.S. Virgin Islands, and other U.S. territories).
- j. **Fees.** You authorize us to charge your Card for the fees described in your Fee Schedule or any other documents provided to you by KeyBank. Please see the Fee Schedule or any other documents provided to you by us for a complete listing of related fees. Fees may also be found via [www.key2prepaid.com](http://www.key2prepaid.com). If you use an ATM that is not owned by us, you may be charged a separate fee by the owner or operator of the ATM. You may also be charged fees by other third parties, such as merchants, ATM providers, or other financial institutions, when you complete a Card Transaction with them. We do not control or set fees charged by such other parties, and such fees are in addition to any fees we may charge in connection with a Card Transaction.
- k. **Card Balance/Transaction History.** It is your responsibility to keep a record of your Card Transactions and applicable fees so that you will know the current Card Balance. You may inquire about your Card Balance at any KeyBank ATM, or any other participating ATM, by calling us at the Customer Service Telephone number provided in this Agreement or on the back of your Card, or online at [www.key2prepaid.com](http://www.key2prepaid.com). Because of delayed processing or posting of Card Transactions, Card Balance information and Card Transaction histories you obtain may not reflect all Card Transactions if some are in process at the time the information is provided.
- l. **Replacement Cards.** To request a replacement of a lost or stolen Card, please contact Customer Service at the number provided below. You will be required to provide personal information which may include your Card number, full name, identification number, and similar information to help us verify your identity. There may be a fee for replacing your Card; please consult the Fee Schedule.
- m. **Customer Service.** You may review your Card Balance, Expiration Date, Card Transaction history, applicable fees, changes in terms of this Agreement, or other information regarding your Card online at [www.key2prepaid.com](http://www.key2prepaid.com), or by contacting Customer Service at 1-866-295-2955 at any time.
- n. **Important Information About Procedures for Obtaining a Card/Identity Verification.** 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 holder of a Card. Therefore, you are subject to the identity verification requirements for your program. We may obtain your name, address, identification number and date of birth from the business entity that offered the Card to you and we may subsequently ask you to verify the information provided to us. We may also request to see a driver’s license or other identifying documents. In all cases, we are committed to protecting the privacy and identity of our Cardholders.
- o. **Unclaimed Property.** To the extent required by applicable state law but subject to any preemption under federal law now or hereafter in effect: (i) your Card Balance may be treated as abandoned property due to continuous non-use of your Card for an extended period, (such as three years or more); and (ii) at the end of such non-use period, we may transfer your unused Card Balance to the State that administers such abandoned property in accordance with State law. Thereafter we will promptly cancel your Card. You hereby acknowledge and agree that upon our transfer of the Card Balance as abandoned property, except as otherwise required by law, we shall have no further obligations or liability to you in connection with the Card Balance or this Agreement and you must apply to the appropriate state agency to request a payment of your unused Card Balance.
- p. **Disclaimer of Warranties.** Unless otherwise required by law, our products and services under the Card Program are provided on an “AS IS” basis and without representations or warranties of any kind, either express or implied, including, without limitation, warranties of title, non-infringement, merchantability, fitness for a particular purpose, quiet enjoyment, security, informational content, system integration or accuracy. We do not warrant that products and services provided under the Card Program will be timely, secure, uninterrupted, accurate, or error free or that any defects in the products and services provided under the Card Program will be corrected.
- q. **Negative Balances.** Any attempt to use your Card for Card Transactions exceeding the available Card Balance on your Card will not be authorized. However, if a negative balance were to occur, you agree to repay in full the amount of such negative balance. You agree to monitor your Card Balance and to use your best efforts to avoid the creation of a negative balance. We reserve the right to cancel your Card if you attempt to make Card Transactions that exceed your current Card Balance or result in any negative balance.

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- r. **Cancellation or Suspension of Card.** Except as required by applicable law, we may suspend or terminate you from the Card Program and/or cancel your Card at any time, without notice, and for any reason, including, without limitation, in the event we suspect that you have committed any fraudulent, illegal or impermissible acts, provided to us any false information or otherwise misused your Card or your available Card Balance in any way. Your Card remains our property and must be surrendered on demand. Upon cancellation of the Card privileges, you must immediately discontinue your use of the Card and either destroy it or return it to us at the address provided in this Agreement. If there is a remaining Card Balance we may, at our option, either (i) apply the remaining balance to a new Card, or (ii) send you a check for the remaining Card Balance. The suspension or cancellation of your Card privileges will not affect our rights and your obligations under this Agreement.
- s. **Prohibited Activity.** It is your responsibility to use the Card only for valid and lawful purposes. If you use the Card for any other purpose or transaction, including, without limitation, Internet gambling activities (herein called a "Prohibited Activity"), you must promptly reimburse us for all amounts or expenses incurred as a result of such use. We reserve the right to block Prohibited Activity and to not approve any authorization request for a Prohibited Activity and will incur no liability to you because of the unavailability of the Card Balance. Each Card Transaction for any Prohibited Activity made by you or for your benefit shall be considered authorized by you. You hereby assume all responsibility and liability for, and agree to indemnify and save us harmless from, all losses, costs and expenses arising from use of a Card for a Prohibited Activity.
3. **Your Privacy.** We will disclose information to third parties about your Card or the Card Transactions you make: (i) where it is necessary for completing any Card Transaction; (ii) in order to verify the existence and condition of your Card for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) if you give us your written permission; or (v) otherwise in accordance with our Privacy Notice, which was provided with your Card, is available on our website, and which shall be provided periodically in accordance with applicable law. We treat all customer calls as confidential. For quality control purposes, you agree that we may listen to or record telephone calls between you and us. We need not remind you of our recording or monitoring before each call unless required to do so by law.
4. **Merchant Disputes.** We are not responsible for any injury to you or to anyone else caused by any goods or services purchased with your Card. You are responsible for resolving all disputes with the merchant that accepted your Card regarding the quality of the goods and services purchased or rented from such merchant by use of your Card.
5. **Your Liability.**
- a. **In General.** You agree to make your best efforts to protect your Card against loss, theft or unauthorized use. You agree to contact Customer Service AT ONCE if you believe your Card has been lost or stolen or you believe there is any unauthorized use of your Card. Telephoning Customer Service is the best way to keep your possible losses down. How much of the loss you will have to bear will depend on the circumstances. You agree to cooperate completely with us in any of our attempts to recover amounts from unauthorized users and to assist in their prosecution under law. If the Zero Liability Policy in paragraph 5.b. below does not apply to the Card Transaction, you may have to bear all loss for an unauthorized use of your Card and we are not responsible for lost or stolen Cards or any unauthorized use of the Card.
- b. **Mastercard Zero Liability Policy.** Card Transactions processed by Mastercard are protected under Mastercard's Zero Liability Policy (the "Policy"). While Mastercard may change the specifics of the Policy at any time without notice, at the present time you will not be liable for the unauthorized use of your Card as long as (i) your Card is in good standing with us; (ii) no more than two incidents of unauthorized use involving your Card have been reported in the last twelve (12) months; and (iii) you used reasonable care in safeguarding your Card. If applicable laws impose lesser liability than that provided by the Policy, such lesser liability shall govern. In the event that the Policy is not applicable (for example, if the transaction was processed by another Card Network), then other provisions of this Agreement related to your liability for unauthorized transactions will apply.
6. **Limitation on Liability.** We have no liability to you: (a) if, through no fault of ours, you do not have enough money in your Card Balance to make the transaction; (b) if the ATM where you are making the transaction does not have enough cash; (c) if the Card Network or system was not working properly and you knew about the breakdown when you started the transaction; (d) for any action or omission by the Card Network or any merchant that honors your Card; (e) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken, and (f) for any other loss or injury caused by any other person you incurred during your use or attempt to use your card.
7. **Error Notice.** In case of errors or questions about your Card and any Card Transaction (e.g., if you think your Card Balance or Card Transaction receipt is wrong or if you need more information about a Card Transaction), please contact Customer Service at the toll free phone number set forth in paragraph 2.m. above. Notice of any error must be sent by the Cardholder associated with the Card in our files. We will determine whether an error occurred after we hear from you and will correct any error.
8. **Legal Costs.** If we take legal action or begin legal proceedings against you because of your default under the terms of this Agreement, you agree to pay reasonable attorney's fees and other costs of the proceedings. Your responsibility for such legal fees and costs shall in no event exceed the maximum amount permitted by law.
9. **Change of Terms.** Subject to the limitations of applicable law, we may change, add, remove, or otherwise modify or amend any of the terms and conditions of, or add new terms and conditions to, this Agreement, its related services, and applicable fees and charges, at any time and without notice to you, and such changes will be effective immediately. This Agreement as amended or restated from time to time may be posted on the Internet website described in paragraph 2.j. above. Your continued use of the Card after posting the amended or restated Agreement on this website will constitute your acceptance of and agreement to be bound by such changes to this Agreement. You agree that these procedures are acceptable to you to provide you with notice of changes to this Agreement and the posting of any amendments to this Agreement at such website will constitute an amendment to this Agreement and supersede the affected terms and conditions of this Agreement.

10. **General Provisions.** This Agreement constitutes the entire agreement between you and us regarding your use of the Card. We may delay or waive any of our rights at any time without waiving any of our rights at any future time. You must contact Customer Service when you change your address. You agree that any communication sent to you at your last address on record with us shall be deemed to have been received by you. This Agreement will be governed by the federal laws of the U.S.A. and the laws of the State of Ohio, without regard to conflict of law principles. If any of the terms of this Agreement are invalid, changed by applicable law or declared invalid by order of a court, the remaining terms of this Agreement will not be affected, and this Agreement will be interpreted as if the invalid terms had not been placed in this Agreement. The headings in this Agreement are intended only to help organize this Agreement and are not intended to limit or define any party's rights or obligations hereunder. The parties expressly exclude application of the Uniform Commercial Code as adopted into state law.

11. **Assignment; Transfer.** Your Card and your obligations under this Agreement may not be assigned. We may assign or otherwise transfer our rights or delegate our responsibilities and obligations under this Agreement in our discretion, without notice to, or consent by, you.

12. **Arbitration Provision.** This Arbitration Provision sets forth the circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated instead of litigated in court. This Arbitration Provision supersedes and replaces any existing arbitration provision between you and us. **This Arbitration Provision will apply to your Card(s) unless you notify us in writing that you reject the Arbitration Provision within sixty (60) days of opening your Card and account(s). Send your rejection notice to KeyBank National Association, P.O. Box 93752, Cleveland, Ohio 44101-5752. Your notice must include your name and your Card number(s) and must be signed by you. Your rejection notice should not include any other correspondence. Calling us to reject the Arbitration Provision or providing notice by any other manner or format than as described above will not operate as a rejection of this Arbitration Provision and consequently this Arbitration Provision will become part of this Agreement. Rejection of this Arbitration Provision does not serve as rejection of any other term or condition of your Agreement with us governing your Account(s).**

As used in this Arbitration Provision, the word "Claim" or "Claims" means any claim, dispute, or controversy between you and us arising from or relating to this Agreement or your Card(s), including, without limitation, the validity, enforceability, or scope of this Arbitration Provision or this Agreement. "Claim" or "Claims" includes claims of every kind and nature, whether pre-existing, present, or future, including, without limitation, initial claims, counterclaims, cross-claims, and third-party claims, and claims based upon contract, tort, fraud and other intentional torts, constitutions, statute, regulation, common law, and equity (including, without limitation, any claim for injunctive or declaratory relief). The word "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute, or controversy that arises from or relates to (a) any Card or account subject to the terms of this Agreement (b) any electronic funds transfer from or to any account, (c) advertisements, promotions, or oral or written statements related to this Agreement or your Card or account, (d) your application for any Card, and (e) the collection of amounts owed by you to us.

This Arbitration Provision will not apply to Claims previously asserted, or which are later asserted, in lawsuits filed before the effective date of this Arbitration Provision or any prior arbitration provision between you and us, whichever is earlier. However, this Arbitration Provision will apply to all other Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

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

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

There shall be no authority for any Claims to be arbitrated on a class action or private attorney general basis. Furthermore, arbitration can only decide your or our Claim(s) and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable Arbitration Rules. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will pay all fees charged by the arbitration administrator for any Claim(s) asserted by you in the arbitration, after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again.) If the arbitrator issues an award in our favor, you will not be required to reimburse us for any of the fees we have previously paid to the administrator or for which we are responsible. Each party shall bear the expense of that party's attorneys', experts', and witness fees, regardless of which party prevails in the arbitration, unless applicable law and/or this Agreement gives you the right to recover any of those fees from us. In the event you do not prevail in the arbitration, we will not seek to recover our attorneys', experts' or witness fees from you. This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1 et seq. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of any party, shall provide a brief written explanation of the basis for the award. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$10,000.00, any party can appeal the award to a three-arbitrator panel administered by the arbitration administrator which shall reconsider de novo (i.e., without regard to the original arbitrator's findings) any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

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

#### CONTACTING ARBITRATION ADMINISTRATORS

If you have a question about the arbitration administrators mentioned in this Arbitration Provision or would like to obtain a copy of their Arbitration Rules or fee schedules, you can contact them as follows:

- **American Arbitration Association**, 1633 Broadway, 10th Floor, New York, New York 10019, www.adr.org, 1-800-778-7879,
- **Commercial or Consumer Rules**, J.A.M.S./Endispute, 222 South Riverside Plaza, Suite 1850, Chicago, IL 60606, www.jams-endispute.com, 1-800-352-5267, Financial Services Arbitration Rules and Procedures.