CARDHOLDER AGREEMENT

This Cardholder Agreement outlines the terms and conditions ("Terms and Conditions") which govern the use of your MB Everyday MasterCard® Prepaid Card issued by MB Financial Bank, N.A. Please read this agreement carefully and keep it for your records.

OBTAINING YOUR CARD

The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card account. What this means for you: When you open a Card account, we will ask you for your name, address, date of birth, and other information that will allow us to reasonably identify you. We may also ask to see your driver's license or other identifying documents at any time.

1. Definitions. The term "Card" refers to the MasterCard® Prepaid Card issued to you by MB Financial Bank, N.A. "You" and "Your" means both the person who has purchased the Card and the persons who are authorized to use the Card not limited to other adults or a minor child as described below. The terms "we," "our," and "us" refer to MB Financial Bank, N.A., the issuer of the Card. "Web Site" means www.mbeveryday.com. "Our Mail Address" is 6111 North River Road, Rosemont, IL 60018. Our "Customer Service Number" is 1.888.422.6562. The value of the funds available on your Card at any time is your "Available Balance."

2. About the Card. The Card is a prepaid payment device which must have funds loaded to it prior to use. The Card is not a gift card, credit card or charge card and does not constitute a checking, savings other demand deposit or consumer asset account. The Card is not a payroll card and cannot be used to make payroll to anyone. The Card may only be used for personal, family or household purposes. You agree to use the Card only for lawful purposes. You cannot use your Card for online gambling or any illegal transaction. The Card will remain our property and must be surrendered upon demand. The Card is nontransferable, and may be canceled, repossessed, or revoked without prior notice subject to applicable law.

3. FDIC Insurance; No Interest Paid. Amounts that you load on a Card are insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum amount provided by applicable law. You will not receive any interest for the value on your Card (the interest rate and Annual Percentage Yield are 0%).

4. Card Purchaser and Authorized Users. The person in whose name the Card has been issued must sign his/her signature on the back, where indicated. You must be at least 18 years of age to purchase and register the Card, and you may only authorize someone who is 13 years of age or older to use the Card. Anyone you authorize to use the Card shall also be subject to these Terms and Conditions. By purchasing, signing or using the Card, or by allowing someone else to do so, you agree to these Terms and Conditions, on behalf of yourself and any person authorized by you to use the Card.

5. Registering and Managing Your Card Online. After you purchase a Card, you should go to the Web Site and sign in with the temporary password that was provided to you when you purchased your Card. The first time you sign in you will be asked to designate a personal password that you will need to use to sign in to the Web Site to check your Available Balance or view your transactional history ("Online Transaction History"). You are responsible for keeping this password safe Please notify us immediately at 1.888.422.6562 if you believe that the security of your Card or password has been compromised. You agree: (i) to update your personal information, including current email address, as necessary so that it remains accurate and complete; and (ii) not to impersonate any other person, operate under an alias or otherwise conceal your identity.

6. Using the Card. Subject to the amount of the Available Balance on your Card, you may use the Card to (i) make purchases and to obtain cash back when you make a purchase at any merchant that accepts MasterCard or any of the networks listed on the back of your card (though some merchants may not provide cash back), or (ii) Obtain cash from participating ATMs that accept MasterCard or any of the networks listed on the back of your card or from participating financial institutions. Please see "Fees and Limits Schedule" and Section 13 for your usage limits. For security reasons, there may be additional limits on the amount, number or type of transactions you can make using your Card, and we may restrict access to your Card if we notice suspicious activity.

Internet, Phone, Mail Order. You can use the Card to make a purchase over the internet, phone or by mail-order, make sure the card is registered with your current address to avoid any unnecessary declines. .

7. Split Tender Transactions. To make a purchase for more than the Available Balance on the Card, you may be able to use your Card with another form of payment to make your purchase. This is a "Split Transaction". Ask the merchant if they will charge your card for the Available Balance or less and accept another form of payment for the balance due. Some merchants don't allow another card as a second form of payment; some do not permit a second form of payment at all.

8. Authorization Holds. When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles, which may place a temporary hold on your Card for the authorized amount indicated by the merchant.

At certain merchants, typically but not limited to **restaurants, bars, barber or beauty shops, taxis or limos** the authorization may include an additional dollar amount (typically 20%) to ensure that sufficient funds will be available to cover the final transaction. If the amount of the authorization request exceeds the value on your Card, the transaction may be declined.

Transactions at certain merchants that authorize high dollar amounts, typically but not limited to **rental car companies and hotels**, may cause an "authorization" or a "hold" on your available balance for up to 90 days. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your Card for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles. We may not manually release authorizations without a certified letter or fax from the merchant. If you commence a purchase and the merchant obtains an authorization, and then you cancel the purchase without completing it, the authorization may result in a temporary hold for that amount of funds for 10 days, or longer in some cases.

To avoid having a **gas station** obtain an authorization for an amount that is higher than the Available Balance, we suggest that you prepay inside at the cashier instead of using the **"Pay at the Pump"** feature. Tell the cashier to charge an amount equal to, or less than, the Available Balance on the Card.

9. Returns and Refunds. If you return merchandise purchased with the Card, you will be subject to the merchant's return policies. If you are entitled to a refund for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. The amounts credited to your Card for refunds may not be available for up to five business days from the date of the refund transaction.

10. International Transaction Fee. If your Card is used in a transaction that is submitted to the MasterCard networks in a foreign currency, MasterCard will convert the transaction amount into U.S. dollars using its currency conversion procedure. The currency conversion rate that MasterCard typically uses is either a government-mandated rate, or a wholesale rate provided to MasterCard. The currency conversion rate that MasterCard uses for a particular transaction is the rate MasterCard uses for the applicable currency when the transaction is processed. This rate may differ from the rate in effect when the transaction occurred or when it was posted to your Card, and may be higher than the rate you could have gotten if you had converted U.S. dollars into cash. If a transaction initially in a foreign currency is converted to U.S. dollars before it is entered into the MasterCard network, the conversion rates and fees of the company that did the conversion will apply. For each transaction made in a country other than the U.S. or U.S. Territories, you will be assessed a charge by us equal to 3% of the U.S. dollar amount of the transaction.

11. ATM Access and PIN. We will provide you with a Personal Identification Number ("PIN") after you have successfully purchased the Card. You may use your Card and PIN to obtain cash access via an Automatic Teller Machine ("ATM"). Do not write or keep your PIN with your Card. If you believe your PIN has been compromised, or you otherwise need to request a change in your PIN, please immediately contact 1.888.422.6562. To get cash, use the "withdrawal from checking" option at a participating ATM. Subject to the amount of Available Balance on your Card, you may use the Card to obtain up to $500 U.S. per day, $1,500 per week and $5,000 per month. Acceptance within ATM Networks may change at any time. Use of the Card at ATMs is subject to all applicable fees, surcharges, rules and customs of any clearinghouse, ATM network, or other institution or association involved with the transaction. We may impose a fee each time a Card is used at an ATM, as set forth in the "Fees and Limits Schedule".

12. Preauthorized Payments. If you intend to use your 16 digit card number for recurring transactions (ones that are automatically charged to your Card by a merchant), you should monitor your Card balance to make sure it is more than the transactions. A Merchant that you have authorized to submit recurring transactions may suspend or cancel your service if the Card does not have enough value when the recurring transaction is submitted. If you have told a merchant in advance to make regular payments using your Card, you can stop any of these payments. Call us at 1.888.422.6562, or write us at Our Mailing Address, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. We may also require your request in writing, to provide us with a copy of your notice to the payee revoking the payee's authority to originate debits to your Card, and get it to us within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your Card. If you order us to stop one of these payments 3 business days or more before the transaction is scheduled, and we do not, we will be liable for your losses or damages.

13. Additional Personalized Card. You can request a personalized card to be mailed to you by calling 1.888.422.6562 or visiting an MB Financial Bank location. A personalized card has your name embossed on the card. This does not deactivate the non-personalized card. You are permitted up to one personalized and one non-personalized card at any one time in addition to a "Companion Card". Although your non-personalized card will remain active and can be used, after receiving your personalized card we encourage you to cut-up your non-personalized card to prevent unauthorized use.

14. Companion Card. You can ask us to issue up to one additional Companion Card, in the name of a person identified by you that will be linked to your Card. We will ask for information about the person to whom you want us to issue an additional Card and reserve the right to not approve your request. Only two Cards may be linked together. Any value added to the linked Cards may be accessed by both Cards. Both linked Cards are governed by this Agreement, and all loads and transactions on linked Cards will be considered for each Card for purposes of the transaction and load limits. The persons to whom we issue linked Cards are both responsible for all obligations under the Agreement for both Cards. We may honor instructions from one of you with respect to linked Cards, even if we receive conflicting or no instructions from the other person. Any notices regarding linked Cards may be provided only to the person who requested the additional Card.

15. Tracking Your Balance and Verifying Your Transactions. You may obtain information about your Available Balance and transaction history, including confirming any direct deposits made to your Card, at no charge by visiting www.mbeveryday.com or calling 1.888.422.6562. You have the right to obtain a 60-day written history of account transactions by calling 1.888.422.6562, or by writing us at Our Mailing Address. If you request a written history of your account, you may be assessed a $3.00 fee per request.

16. Loading the Card. You may load funds to your Card by (i) purchasing a Green Dot® MoneyPak® Reload, (ii)making a cash or check load at an MB Financial Bank location (iii) direct deposit transfer or (iv) other cash funding sources and methods accepted by us from time to time. We reserve the right to delay the availability of funds loaded to your Card until such funds have cleared and posted to your Card. For example, funds from checks may take up to 8 days to become available; funds from direct deposit will be available the same day the funds are available to us. We may change accepted tender types and funding methods for the Card at any time for legal, risk management, security or other purposes.

The amount of each load to the Card must be at least $10.00 U.S. Maximum load limits are listed in "Fees and Load Limits" chart below. The maximum Available Balance loaded on your Card at any time is $10,000 U.S. We may change these amounts at any time for legal, risk management, security or other purposes.

17. Direct Deposit Account. The bank routing number and direct deposit account number are for the purpose of **initiating direct deposits to your Card only**. Your bank routing number and associated direct deposit account number cannot be used for preauthorized direct debits from merchants. These preauthorized direct debits will be declined and your payment to the merchant will not be processed. You are not authorized to provide this routing number and direct deposit account number to anyone except your employer, payroll provider or benefits payer.

18. Privacy and Data Security. For information about how we use Cardholder information and protect your privacy and data security, please see the enclosed "Privacy Notice" or visit www.mbeveryday.com.

19. Fees and Limits. You agree to pay the fees and charges ("Fees") established by us from time to time in connection with the Card. These Fees are subject to change by us at any time. Set forth below is a schedule of "Fees and Limits" current as at the date of the printing of these Terms and Conditions. For the most current schedule of Fees, visit www.mbeeveryday.com or call 1.888.422.6562

Fees and Limits Schedule

Fee Type	Pay-As-You-Go	Monthly Fee Advantage
Initial Purchase	$5.00	$5.00
Monthly Maintenance *(applied to initial cards and any Companion cards added to your account)*	**Free**	$5.00; **Free** with monthly direct deposit of $1,000 or more.
POS– Signature Transaction	$1.00	**Free**
POS – PIN Transaction	$1.00	**Free**
Monthly Dormancy Fee[1] *(6 months of inactivity)*	$5.00	N/A
ATM and Misc. Fee	**All Fee Plans**	
ATM Withdrawal *(MB Financial locations)*	**Free**	
ATM Withdrawal *(Non-MB Financial locations)* [2]	First 1 **Free** per month, then $2.50	
ATM Balance Inquiry [2]	First 2 **Free** per month, then $1.00	
Over the Counter Cash Withdrawal	**Free** at MB Financial locations	
Over the Counter Cash Advance *(at Non- MB Financial locations)*	1.5% of the transaction amount	
International POS Transaction	3.0% of transaction amount	
Load and Limits	**Fee**	**Limits Daily/Weekly/Monthly**
Cash Load at MB Bank location	**Free**	$1,000/ $2,500/ $2,500
Check Load at MB Bank location	**Free**	$2,500/ $2,500/ $5,000
Direct Deposit	**Free**	$10,000 Monthly
Load Retail Location	Varies[3]	$1,500/ $3,500/ $5,000
Customer Service and Cardholder Support		
Live Customer Service and Automated Telephone Inquiry		**Free**
Online Statements, Transaction History		**Free**
Email/SMS / Text Alert (subject to fees by your mobile provider)		**Free**
Paper Statement Fee		$3.00
Miscellaneous Fees		
Second card (Personalized or Companion)		$5.00
Replacement Card Issue Fee[4]		$5.00
Expedited Replacement Card Fee		$40.00

[1]Monthly fee that is assessed after 6 months of inactivity

[2]If you use an ATM not owned by MB Financial Bank you may be charged a fee or surcharge by the ATM owner.

[3]Reload at retail locations are subject to the load network and vary by retailer

[4]Fee assessed to issue a new Card to replace a lost or stolen Card.

We reserve the right to (i) deduct any Fee due and payable from the Available Balance on your Card, bill you or otherwise charge you as provided in these Terms and Conditions, subject to applicable law or (ii) waive any Fee at any time.

20. Our Liability. If we do not complete a load to, or transaction from your Card on time or in the correct amount according to our agreement with you, we will be responsible for your losses or damages to the extent required by federal law. However, there are some exceptions. We will not be liable: (i) if, through no fault of ours, you do not have enough money available on your Card to make the transaction; (ii) if the ATM, bank, or merchant where you are trying to obtain cash does not have enough cash; (iii) if the system, ATM or terminal was not working properly and you knew about the break-down before you started the transaction or load; (iv) if circumstances beyond our control (such as fire or flood) prevent or delay the transaction or load from being completed, despite reasonable precautions that

we have taken; (v) if you attempt to use a Card that has not been properly activated; (vi) if the Card has been reported as lost or stolen, has been suspended by us, or we have reason to believe a transaction was not authorized by you; (vii) if there is a hold or your funds are subject to legal process or other encumbrance restricting their use; or (viii) any other exception stated in our Agreement with you.

21. Replacing Your Card After its "Valid Thru" Date. Please note the Card has a "Valid Thru" date on the front of the Card. You may not use the Card after the "Valid Thru" date on the front of the Card. Even if the "Valid Thru" date has passed on your Card, the Available Balance on your Card does not expire.

You should receive a replacement Card from us before your old Card's "Valid Thru" date passes. Once you receive your new Card, you should cut the old Card in half and throw it away. You can start using your new Card for transactions and purchases as soon as you receive it in the mail and it is activated. If you do not receive a replacement Card in a timely manner, please call Customer Service.

If for any reason we are unable to send you a replacement Card, please keep your old Card and notify us. You may contact us at 1.888.422.6562 to obtain a replacement Card or instructions on how to redeem the Available Balance.

22. Suspension or Cancellation of Your Card/Refund. You may cancel your Card at any time by calling Customer Service. If Available Balance remains on the Card upon your cancellation, we may refund the amount by issuing a check. We reserve the right to investigate all requests for cancellation and refund and to enable all transactions made prior to Card cancellation to post before processing a refund.

We reserve the right to suspend or cancel your Card if (i) you neither load funds to nor use your Card for a period of one year or more, (ii) if you violate these Terms and Conditions, (iii) if you fail to pay any Fee within forty five (45) days after the date it is due, (iv) if there are potential fraud or security risks associated with your Card, as determined by us, (v) if you withdraw your consent to deal with us electronically pursuant to the E-Communications Consent, or (vi) for any reason allowed by law. We may, in our sole discretion, decide not to exercise our right to suspend or cancel your Card; but forbearing from exercising our right to suspend or cancel your Card will not constitute a waiver of or preclude the exercise of our right to do so in the future. If we cancel your Card after the Valid Thru date has passed, any Available Balance after payment for any applicable Fees and/or other amounts payable to us, will be returned to you by issuing a check to the last known address registered to the Card. If we cancel your Card prior to the Valid Thru date on the Card, we may condition reimbursement upon return of the Card to us.

23. No Warranties. We are not responsible or liable to you (i) for any interruption in your use of the Card, (ii) for the quality, safety, legality, or any other aspect of any goods or services purchased from any merchant with your Card, (iii) if any merchant refuses to honor the Card or special offers, and/or (iv) for any other problems you may have with any merchant. Subject to applicable law, if you have a dispute with a merchant, you agree to settle the dispute directly with the merchant. If a merchant fails to honor the Card, please call 1.888.422.6562 to report the incident.

24. Changing these Terms and Conditions/Notices. We may change the terms of, or add new terms to, these Terms and Conditions at any time, with or without cause, and without giving you notice, subject to applicable law. In addition, we may suspend, cancel, add, modify or delete any feature offered in connection with your Card at our sole discretion at any time, with or without cause, and without giving you notice, subject to applicable law. To reference the most up to date Cardholder Agreement visit www.mbeveryday.com.

25. Assignment and Waiver. We may assign these Terms and Conditions to a third party without notice to you. However, you will be notified if the assigned Terms and Conditions do not remain substantially and materially the same.

If we reimburse you for a refund claim you have made for a lost or stolen Card, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Card, you are automatically deemed to assign and transfer to us any rights and claims, excluding tort claims, that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Card. You agree that you will not pursue any claim against, or reimbursement from, such third party for the amount that we paid or credited to your Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited. Neither our failure to exercise any of our rights under these Terms and Conditions, nor our delay in enforcing or exercising any of our rights, shall constitute a waiver of such rights. If we waive any right under these Terms and Conditions on one occasion, such waiver shall not operate as a waiver as to any other occasion.

26. Telephone Monitoring/Recording. Subject to applicable law, from time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

27. Applicable Law. These Terms and Conditions and your Card, and all questions about their legality, enforceability and interpretation, are governed by the laws of the State of Illinois, USA (without regard to internal principles of conflicts of law), except to the extent governed by federal law.

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YOUR LIABILITY FOR UNAUTHORIZED USE OF YOUR CARD OR CODE

Tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than $50 if someone used your card and/or code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as $500. Also, if your electronic history shows transfers that you did not make, including those made by your Card or other means, tell us at once. If you do not tell us within 60 days of the earlier of the date you electronically access your account, if the unauthorized transfer could be viewed in your electronic history, or the date we sent the FIRST written history on which the unauthorized transfer appeared, you may not get back any money you lost after the 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 for a reasonable period.

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ADDITIONAL LIMITS ON LIABILITY FOR MASTERCARD®-BRANDED PREPAID CARD WHEN USED FOR POINT-OF-SALE TRANSACTIONS.

You will not be liable for any unauthorized transactions using your MasterCard®-branded debit card, when used for point-of-sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of $50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us.

"Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by MasterCard.

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NOTICE OF ERROR RESOLUTION RIGHTS FOR YOUR CARD—KEEP THIS NOTICE FOR FUTURE USE

In Case of Errors or Questions about Your Card Account

Telephone us at 1.888.422.6562 or write us at 6111 North River Road, Rosemont, IL 60018 as soon as you can, if you think an error has occurred. We must allow you to report an error until 60 days after the earlier of the date you electronically access your 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 us at 1.888.422.6562 or writing us at 6111 North River Road, Rosemont, IL 60018. You will need to tell us:

- Your name and Card account number.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents used in our investigation.

If you need more information about our error-resolution procedures, call us at the telephone number shown above or visit www.mbeveryday.com.

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AGREEMENT TO ARBITRATE DISPUTES

This Arbitration Provision sets forth the circumstances and procedures under which Claims that arise between you and us will be resolved through binding arbitration. This means that neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim. Other rights that you would have in court also may not be available or may be limited in arbitration, including your right to appeal and your ability to participate in a class action. Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that Claim is pending only in that court.

Definitions. As used in this Arbitration Provision, the term "Claim" shall mean and include any claim, dispute or controversy of every kind and nature, whether based in law or equity, between you and us arising from or relating to the Card or these Terms and Conditions, as well as any related or prior agreement that you may have had with us or the relationships resulting from any of the above agreements ("Agreements"), including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with the Card (including, but not limited to, third parties who accept, use, provide or participate in programs accessed with the Card, enrollment services and rewards programs, 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 you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. As used in this Provision, "you" and "us" also includes any corporate parent, wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and any third party using or providing any product, service or benefit in connection with the Card.

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 (the "Code"), except to the extent the Code conflicts with this Agreement. Claims shall be referred to either JAMS ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of either of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitration administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact (1) JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614; www.jamsadr.com, (2) AAA at 335 Madison Avenue, New York, NY 10017, www.adr.org. In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of the Restrictions on Arbitration provision set forth below.

Class Action Waiver and Other Restrictions. Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Terms and Conditions (including the "Continuation" provision below), and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply.

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. Sections 1-16, as it may be amended ("FAA"), and 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. Federal or state rules of civil procedure or evidence shall not apply. Written requests to expand the scope of discovery rest within the arbitrator's sole discretion and shall be determined pursuant to the applicable Code. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the written arbitral award may be entered in any court having jurisdiction. Subject to the right of appeal under the FAA, the arbitrator's written decision will be final and binding unless you or we take an appeal from the award by making a dated, written request to the arbitration organization within 30 days from the date of entry of the written arbitral award. A three-arbitrator panel administered by the same arbitration organization shall consider anew any aspect of the award objected to by the appellant, conduct arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The panel's majority vote decision shall be final and binding.

Location of Arbitration/Payment of Fees. The arbitration shall take place in the federal judicial district of your residence. Irrespective of who prevails in arbitration, you will only be responsible for paying your share, if any, of the arbitration fees required by the applicable Code, which amount shall not exceed the filing fees you would have incurred if the Claim had been brought in the appropriate state or federal court closest to your residence. We will pay the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees. Waivers also may be available from the JAMS or AAA.

Continuation. This Arbitration Provision shall survive termination of the Card, as well as voluntary payment in full of any Shortages, any debt collection proceeding by or between you and us, and any bankruptcy by you or us. If any portion of this Arbitration Provision, except the "Class Action Waiver and Other Restrictions" provision above, is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration Provision, these Terms and Conditions or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

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ELECTRONIC DELIVERY OF NOTICES AND INFORMATION

The Card is a paperless product, which means, among other things, we will attempt to provide you with all notices and communications, including legally-required notices and communications which you may otherwise have the right to receive in paper form, in electronic form (e.g. by e-mail, our Web Site or mobile message instead of paper), except as otherwise specified in this Agreement and our E-Sign Disclosure and Consent. While this Card is intended to be paperless we reserve the right, but are not obligated, in certain circumstances and in our sole discretion to communicate with you using all available lawful methods of communication (by paper, telephone, etc.).

The Card is intended for use only by those willing and able to receive all notices and communications from us exclusively via electronic means (e.g. via e-mail, mobile message or our Web Site) in accordance with our terms and conditions provided herein and in our E-Communications Consent. At registration, for the duration of this Card usage and in certain instances following the termination of your Card account with us we require your valid and working email address in order to ensure we can effectively communicate with and deliver our services to you. You can withdraw your consent at anytime but only in the manner set forth in our E-Sign Disclosure and Consent. Such withdrawal may result in the disruption, suspension or termination of your Card account.