

**Mastercard® Reloadable Prepaid Card
Cardholder Agreement**

PLEASE SIGN YOUR CARD IMMEDIATELY.

The Card is NOT a credit card. IT IS A RELOADABLE PREPAID CARD.

DO NOT TELL ANYONE YOUR PIN. YOU ARE RESPONSIBLE FOR SAFEGUARDING YOUR PIN AND CARD NUMBER.

Please read this agreement (“Agreement”) carefully. This Agreement outlines the terms and conditions under which the enclosed Mastercard reloadable prepaid card has been issued to you by us. In this Agreement, “Bank”, “we”, “our” and “us” refer to SouthState Bank, N.A., member FDIC. “Card” means the Mastercard reloadable prepaid card issued to you by Bank pursuant to a license from Mastercard International Incorporated (“Mastercard”), including, unless otherwise specified, any Secondary Cards and any Dependent Cards issued to individuals authorized by you as provided under this Agreement. “Card Account” means the account we maintain on your behalf to record transactions made using your Cards. “Account Number” means the 16-digit number used to identify your Card Account. “Card Number” is the 16-digit number embossed on any Card. “You” and “your” refer to the owner of the Card Account or person authorized to use the Card (but not any Dependent Cardholder). “Dependent Card” means any Mastercard reloadable prepaid card issued by us for use by a Dependent Cardholder in connection with funds allocated for use by that Dependent Cardholder. “Dependent Cardholder” means any individual authorized by you to use a Dependent Card. “Website” means the web pages residing on the internet domain famzoo.com and its subdomains. The Card Account is only offered to individuals over the age of 18 that can lawfully enter into and form contracts under applicable law, and by using or authorizing another person to use any Card or Card Number you represent and warrant to us that you are such an individual. **NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS YOU OPT-OUT AS DETAILED IN THE ARBITRATION SECTION BELOW.**

Schedule of Account Fees: You agree to pay us the following fees, which may be withdrawn from your Card Account and may be assessed so long as there is a remaining balance in your Card Account, unless prohibited by law. If you request a service that is not included in this Schedule of Account Fees and there is a fee for such service, such fee will be disclosed at the time you request the service and you agree that any such fee may be deducted from your Card Account.

Services	Description	Fee
Subscription Fee	Monthly subscription fee per family*	\$5.99
Additional Card	Per additional card order after first 4 free cards	\$3.00
Replacement Card	Per replacement card after first 3 free replacements per family	\$3.00
Express Shipment of Card	Cost to have card shipping expedited	\$25.00

*This subscription fee can be lower with a pay-in-advance subscription plan. Go to www.famzoo.com for more details. This is not a fee for use of any account, card, or other service provided by SouthState Bank in connection with your prepaid account or this Agreement.

The owners of ATMs or other networks may impose an additional charge to use their terminals and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. Fee of up to \$4.95 may be collected by reload agents when reloading your card at cash reload locations. This fee is charged by the reload agent and is subject to change.

If you withdraw cash or make a purchase in a foreign country in a currency other than U.S. dollars, the amount deducted from your funds will be converted to U.S. dollars by MasterCard using a rate selected by MasterCard based on the date the transaction is processed, which may be different than the rate on the date you made the transaction.

Contact Information:
Transcard, PO Box 1069, Chattanooga, TN 37401
1-800-416-6373
www.famzoo.com

Terms Agreement: By activating or using a Card or using your Card Account, you agree to the terms of this Agreement. If you do not agree to the terms of this Agreement, do not use a Card or the Card Account. You can cancel the Card and request a refund by check by calling us at the number contained in the “Contact Information” section above. There may be a fee for obtaining a refund by check (see Schedule of Account Fees for fee information).

Business Days: Our business days are Monday through Friday, excluding federal holidays. Any references to “days” found in this agreement are calendar days unless indicated otherwise.

Prepaid Account: The Card is a prepaid card. The Card allows you to access funds loaded or deposited to your Card Account by you or on your behalf. Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. You will not receive any interest on the funds in your Card Account. The funds in your Card Account will be insured to the maximum limit provided by the FDIC provided we have been able to fully verify your identity. Your funds will never expire, regardless of the expiration date on the front of your Card. The Card is our property and must be returned upon our request. We have the right to instruct a merchant to keep the Card and return it to us. The Card is not transferable

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 that we obtain, verify and record

information about each person who opens a Card Account. When you open a Card Account, we will ask for your name, address, social security number, date of birth and other information that will allow us to identify you.

Authorized Users: You may request an additional Card (“Secondary Card”) for another person, for the purposes of conducting transactions from your Card Account. A Secondary Card will have access to funds in your Card Account to the same extent as your primary Card. You must notify us to revoke permission for any person you previously authorized to use a Card, including any Dependent Card or Secondary Card. You are responsible and liable for all Card transactions and fees incurred by you or any other person you have authorized or otherwise permitted to have access to a Card, Access Information or Card Account. If you tell us to cancel another person’s use of a Card, we may close your Card Account and issue a new Card (or Cards) to you with a different number (or numbers). You are wholly responsible for the use of each Card and Secondary Card according to the terms of this Agreement.

Dependent Cards: Subject to our approval, you may designate an individual, including an individual under the age of 18, as a Dependent Cardholder. If you designate a Dependent Cardholder, we will establish a Dependent Card (which may be identified by unique number) and will bear the Dependent Cardholder’s name. After you have designated a Dependent Cardholder and allocated funds in your Card Account for use through a Dependent Card (see section below labeled “Adding Funds to a Dependent Card”), the Dependent Cardholder may use the Dependent Card to conduct transactions in any manner permitted by this Agreement (in particular, see the sections below labeled “Using Your Card for Purchases” and “Using Your Card to Get Cash”), provided that any Dependent Cardholder will have access only to funds allocated for that specific Dependent Card. Transactions made from funds allocated to Dependent Cards are transactions made from your Card Account; this means you are liable and wholly responsible for all Card transactions made by Dependent Cardholders, and for the use of each Dependent Card according to the terms of this Agreement.

Activating your Card: You will need to activate your Card when you receive it by following the instructions accompanying this Card.

Card Account Access: Once a Card has been successfully activated and your identity verified, you may use the Card to: (1) add funds to your Card Account (see section below labeled “Adding Funds to Your Card Account”), (2) purchase goods or services wherever the Card is honored as long as you do not exceed the value available in your Card Account (see section below labeled “Using Your Card for Purchases”), (3) withdraw cash from your Card Account (see section below labeled “Using Your Card to Get Cash”), and (4) designate funds for maintenance in and use by a Dependent Card. Some of these services may not be available at all terminals.

Limitations on Frequency and Dollar Amounts of Transactions: For security reasons, we may limit the amount or number of transactions you can make with your Card Account on a daily or monthly basis, or in the aggregate, and we may limit the dollar amount of transactions to or from your Card Account and to or from any Dependent Card.

Personal Identification Number (“PIN”): You will be provided a separate PIN for each Card at the time the Card is activated. You may reset this PIN for any Card by calling 1-800-416-6373. Only one (1) PIN will be issued for each Card. You will need a PIN to obtain cash at an ATM or to make a PIN purchase or obtain cash back at a point-of-sale (“POS”) terminal.

Adding Funds to Your Card Account: Adding funds is referred to as “loading”. You may load your Card Account any time after your identity has been verified and your first Card has been activated. The various options for loading your Card Account are described in more detail on our website. The maximum value of your Card Account is restricted to \$5,000 at any point in time. Please see the website for additional limits. Merchants and banks may have additional limitations. All funds are subject to anti-fraud verification procedures that may delay access to the funds. We also reserve the right to reject any requests to load funds to your Card Account. All loads must be made in U.S. dollars. There may be a fee from the originating bank or third party to load funds to your Card Account. You cannot load your Card Account by check, money order or wire transfer.

Our Bank routing number and your assigned Account Number are to be used only for the purpose of initiating direct deposits to your Card Account from domestic payers and authorized ACH debit transactions only. The 16-digit Card Number embossed on your Card should not be used for initiating direct deposits or your deposits will be rejected. You are not authorized to use our Bank routing number and Account Number to make a 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.

Adding Funds to a Dependent Card: After you have loaded funds to your Card Account (see the section above labeled “Adding Funds to Your Card Account”), you may then tell us to allocate some or all of such funds to a specific Dependent Card for use by that Dependent Cardholder. You may allocate funds in your Card Account for use by a specific Dependent Card by logging in to the website. Although funds may be allocated by you for use by a specific Dependent Card, all funds maintained by the Bank pursuant to this Agreement will be maintained in the Card Account (i.e., Dependent Cards may only draw on funds allocated to them; however, all funds will be maintained at all times in the Card Account itself). As the owner of the Card Account, you still own funds allocated for use by a Dependent Card and you are both liable and wholly responsible for all Dependent Card transactions, to the maximum extent permitted by applicable law.

Using Your Card for Purchases: You can use Card to purchase goods and services everywhere Mastercard debit cards are accepted. If you do not have enough funds available in your Card Account, or available funds allocated to that specific Dependent Card, as applicable, for the entire purchase, you can instruct the merchant to charge part of the purchase to your Card Account and pay the remaining amount with other

funds. These are called split transactions and some merchants do not permit them. Purchases are limited to the available balance in your Card Account or \$5,000 per day, whichever is less. Your Card and Card Account cannot be used for illegal charges, at casinos or at gambling websites. If you return merchandise purchased with your Card or cancel a Card transaction, you agree that any refunds will be issued in the form of a credit to your Card Account. If you use your Card Number or Account Number without presenting your Card (such as for mail order, telephone or Internet purchases), the legal effect will be the same as if you used the Card itself.

If you use a Card at an automated fuel dispenser (“pay at the pump”), the merchant may preauthorize the transaction amount up to \$75.00 or more. If a Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use a Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorized amount will result in the placement of a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. If we do not receive the final payment amount, the preauthorized amount on hold will remain in place for thirty (30) days. During a hold period, you will not have access to the preauthorized amount.

Using Your Card to Get Cash: After a Card has been activated, you may use the Card and PIN to obtain cash at ATMs displaying the Mastercard brand, or at merchants that have agreed to provide cash back with a PIN purchase. The minimum cash withdrawal at ATMs is \$20.00. The maximum amount of cash you may withdraw at an ATM and via merchant cash back in any one day is \$510 domestically (\$500 internationally) or the available balance in your Card Account, whichever is less; merchants, banks and ATM operators may have additional limitations. You can get a receipt at the time you make any transfer using one of the Bank’s ATM machines.

Preauthorized Transfers:

a. Preauthorized credits: If you have arranged to have direct deposits made to your Card Account at least once every 60 days from the same person or company, you can call us at 1-800-416-6373 to find out whether or not the deposit has been made.

b. Right to stop payment and procedure for doing so: If you have told us in advance to make regular payments out of your Card Account, you can stop any of these payments. Here’s how: call us at 1-800-416-6373 or write us at PO Box 1069 Chattanooga, TN 37401 in time for us to receive your request three (3) business days or more before the payment is scheduled o be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. There may be a fee associated with each stop payment order you give (see Schedule of Account Fees for fee information).

c. Notice of varying amounts: If these regular payments may vary in amount, the person you are going to pay will tell you, ten (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).

d. Liability for failure to stop payment of preauthorized transfer: 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.

Account Balance and Transaction History: You may determine your current available balance by accessing your Card Account online on the website or by calling Customer Service at **1-800-416-6373**. A sixty (60) day history of your account transactions is available on the website. You also have the right to obtain a sixty (60) day written history of account transactions by calling **1-800-416-6373** or by writing to us at PO Box 1069, Chattanooga, TN 37401. **There may be a fee for obtaining a written history (see Schedule of Account Fees for fee information).**

Card Not Accepted, Account Suspended or Account Closed: We are not responsible and have no liability if a Card or Card Account is not purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses accepted for a charge. We can close or suspend your Card Account at any time for any reason including if the activity on your Card Account appears suspicious. Unusual or multiple purchases may prompt a merchant inquiry or Card suspension to allow us to investigate such unusual activity. We reserve the right, in our sole discretion, to limit your use of the Card. We may refuse to issue a Card or may revoke Card privileges with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. If we cancel your Card Account through no fault of yours, you may request a refund of any remaining balance and we will issue you a check equal to the balance of your funds in the Card Account (less incurred fees and charges) at no cost to you. We may charge a fee to issue a check for the remaining balance in all other circumstances. Checks will be mailed to you at the mailing address you have provided to us. Cancellation of your Card Account will not affect any of our rights or your obligations arising under this Agreement prior to cancellation.

Negative Balance: You acknowledge and agree that the value available in your Card Account is limited to the funds that have been loaded to your Card Account by you or on your behalf. Each time any Card is used, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You may not initiate transactions exceeding the available balance in your Card Account. Nevertheless, if any fees, transaction fees from merchants or other activity cause your Card Account to have a negative balance, you agree to pay us promptly for the full amount of the negative balance. We may deduct the negative balance owing from any current or future funds loaded to your Card Account or any other account you activate or maintain with us. If your Card Account has a zero or negative balance, we may, at our option, cancel your Card Account without notice.

Card Expiration: Unless a Card is automatically renewed by us, it will expire on the date indicated on its face. If there are any funds remaining on the Card after expiration, you may choose to transfer the funds to another Card. If you have questions regarding the funds remaining on a Card, write us at the address in the Contact Information section above.

Dormant Card Accounts: You acknowledge and agree that we may be required by applicable law to turn over to a state government authority any funds remaining in your Card Account after a period of inactivity or dormancy.

Protecting Your Access Information: To prevent unauthorized access to your Card Account and all Cards, you agree to keep all PIN, online user name, password, challenge questions, and any other security or access information (collectively, “Access Information”) confidential. We recommend that you memorize your Access Information and do not write it down. When entering your Access Information, be sure it cannot be observed by others and do not enter your Access Information into any terminal that appears to be modified or suspicious. If you believe the security of your Access Information has been compromised in any way (for example, your password has been lost or stolen, or someone has attempted to use our website under your user name without your consent), you must notify us immediately.

Lost or Stolen Card or Access Information; Your Liability for Unauthorized Transactions:

If you believe a Card or your Access Information has been lost or stolen, call **1-800-416-6373** or write to us at PO Box 1069, Chattanooga, TN 37401. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from a Card or PIN without your permission.

Tell us AT ONCE if you believe a Card or your Access Information has been lost or stolen or if you believe that a transaction has been made without your permission. Telephoning us is the best way to minimize your possible losses. You could lose all the money in your account. If you tell us within two (2) business days after you learn of the loss or theft of a Card or your Access Information you can lose no more than \$50 if someone used a Card or your Access Information without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of a Card or your Access Information, and we can prove that we could have stopped someone from using a Card or your Access Information without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers you did not make, including those made by Card, code or other means, tell us at once.

If you do not tell us within 60 days from the earlier of the date you electronically access your Card 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 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.

Mastercard Rules: You may have additional rights under the Mastercard rules, and in some instances such rules provide that you will not be liable for unauthorized use of a Card. To qualify for such protection, you must reasonably demonstrate that you exercised reasonable care in safeguarding the Card and PIN from risk of loss and theft; the Card must be in good standing (e.g., not presently or recently overdrawn, and not presently or recently under suspicion of possible illegal or suspicious use); and we cannot have received more than one other report of unauthorized use of a Card in the last twelve (12) months. Certain limitations apply.

Disputes with Merchants: We are not responsible for the delivery, quality, safety, legality or any other aspect of goods and services that you or a person authorized by you purchase from others with a Card. All such disputes should be addressed to the merchants from whom the goods and services were purchased.

Errors or Questions about Card Transactions: If you think your electronic transaction history or a receipt is wrong or if you need more information about a transaction listed on your electronic transaction history or receipt, please contact us as soon as possible at **1-800-416-6373**, or write to us at PO Box 1069, Chattanooga, TN 37401. We must hear from you no later than sixty (60) days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic transaction history, or the date we sent the FIRST written history on which the error appeared. You will need to tell us the following: (1) your name and address, (2) your Card Number, (3) why you believe there is an error, (4) the dollar amount involved, and (5) approximately when the error took place. If you tell us verbally, we may require that you send us written information 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 promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (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 ten (10) business days, we may not credit your account. For errors involving new accounts, POS, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) 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 we used in our investigation. If you have any further questions regarding our error resolution procedures, please contact us by calling **1-800-416-6373**.

Change of Contact Information: If any of your contact information (e.g., physical address, mailing address, e-mail address, phone number or your name) changes, you must notify us immediately by calling us at **1-800-416-6373**, or write to PO Box 1069, Chattanooga, TN 37401. We will attempt to communicate with you only by use of the most recent contact information you have provided to us.

Failure to promptly notify us of changes in your contact information may result in information being mailed or delivered to the wrong person or your transactions being declined. Any notice given by us shall be deemed given to you if mailed to you at the last U.S. mailing address furnished by you for the Card Account. You agree that we may accept changes of address from the U.S. Postal Service. You also agree that if you attempt to change your address to a non-U.S. address, your Card Account may be cancelled and funds returned to you in accordance with this Agreement.

Disclosure of Card Information to Third Parties: We may disclose information (including personally identifiable information) to third parties about you, any Card, your Card Account and the transactions related to any Card or your Card Account: (i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of the Card or Card Account for a third party (e.g., a merchant); (iii) in order to comply with any law or to comply with requirements of any government agency or court order; (iv) if you give us your written consent; (v) to service providers who administer any Card or your Card Account or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to prevent, investigate or report possible illegal activity; (vii) in order to issue authorizations for transactions on any Card; (viii) in accordance with our Privacy Policy; and (ix) as otherwise permitted by law. Please see our Privacy Policy for further details.

Our Liability for Failure to Complete Transactions: If we do not complete a transaction to or from your Card Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction;
2. If a merchant refuses to accept a Card;
3. If an ATM where you are making a cash withdrawal does not have enough cash;
4. 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;
5. If access to a Card has been blocked after you reported a Card or PIN lost or stolen;
6. If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
7. If we have reason to believe the requested transaction is unauthorized;
8. 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;
9. Any other exception stated in our Agreement with you.

Communications: If you provide us with your mobile phone number or contact us from your mobile number, you are providing this phone number for us or any third party acting on our behalf to contact you at this number. You agree that we may use this phone number to contact you for any business purpose about your Card Account and you agree to be responsible for any fees or charges you incur as a result of providing this information. You may request this number not be used. We may offer options that allow you to receive or access text messages or other electronic communications from your mobile phone. By enrolling for these types of communications, you understand and agree to be responsible for any fees or charges you incur as a result of this enrollment. You agree that we may contact you from time to time regarding your Card Account in any manner we choose unless the law says we cannot. For example, we may contact you by mail, telephone, email, fax, recorded message, text message, by using an automated dialer device. We may contact you at home, at your place of employment, on your mobile telephone, at any time including weekends and holidays, at any frequency and leave prerecorded messages or messages with others. When we attempt to contact you, we may identify ourselves, our relationship and our purpose for contacting you even if others might hear or read it. We may monitor or record any conversation or other communication with you.

Governing Law, Court Proceedings, Damages, Arbitration: Except as set forth in the Arbitration section below, (i) this Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Florida; (ii) any action or proceeding with respect to this Agreement or any services hereunder shall be brought only before a federal or state court in the State of Florida; and (iii) you agree to pay upon demand all of our costs and expenses incurred in connection with the enforcement of this Agreement. If we are served garnishments, summonses, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction.

Assignability: We may assign or transfer our rights and obligations under this Agreement at any time without prior notice to you. The Card Account established under this Agreement is not assignable or transferable by you. Notwithstanding the foregoing, this Agreement shall be binding on you, your authorized users, your heirs, your executors, administrators, guardians, personal representatives, or trustee in bankruptcy.

Waiver: We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Waiver of Rights and Arbitration below, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Card Account. If a court finds any provision of this Agreement invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Change in Terms: We may change any term of this Agreement at any time upon notice to you as required by law. If the change is made for security purposes, we can implement it without prior notice to you. Your use of any Card constitutes acceptance of any amendment implemented by us.

Headings: The headings used in this Agreement are for the convenience of reference only and are not intended in any way to define or describe the scope or intent of any provision of this Agreement.

ARBITRATION: PLEASE READ THIS CAREFULLY. YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES. YOU ALSO AGREE ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN YOU AND US AND WILL NOT BE PART OF A CLASS-WIDE OR CONSOLIDATED ARBITRATION PROCEEDING.

Agreement to Arbitrate: You and we agree that any dispute will be resolved by arbitration. This Agreement is governed by the Federal Arbitration Act (FAA), 9 USCS § 1 et seq. and the substantive law of the state of Florida.

Definitions: Arbitration is a means of having an independent third party resolve a dispute. A “dispute” is any controversy or claim between you and us. The term dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present or future, including events that occurred prior to the opening of this account), based on any legal or equitable theory (tort, contract or otherwise), and regardless of the type of relief sought (i.e. money, injunctive relief or declaratory relief). A dispute includes, by way of example and without limitation, any claim based upon federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability or scope of this arbitration agreement. The term “you” includes any authorized user and also your heirs, guardian, personal representative or trustee in bankruptcy. The term “us” includes our employees, officers, directors, attorneys, affiliated companies, predecessors and assigns, as well as our marketing, servicing and collection representatives and agents.

Selection of arbitrator: If a dispute arises, the party asserting the claim or defense must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing arbitration may initiate and pursue the matter with the American Arbitration Association (“AAA”) or JAMS, The Resolution Experts or we may agree upon a different arbitrator described below. If you claim you have a dispute with us, but do not initiate arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of arbitration and forms and instructions for initiating arbitration by contacting them as follows:

- American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605 Website: www.adr.org.
- JAMS, The Resolution Experts, 1920 Main Street, Suite 300, Irvine, CA 92614, Website: www.jamsadr.com or by phone at (949)224-1810 or (800)352-5267

The policies and procedures of the arbitrator will apply provided that they are consistent with this arbitration agreement. To the extent the arbitrator’s rules or procedures are different than the terms of this arbitration agreement, the terms of this arbitration agreement shall apply. If either of the arbitration firms are not available to adjudicate the matter, or if neither is convenient or acceptable to you, you and we may agree on one or more neutral arbitrators. If you and we cannot agree on arbitrator(s), an arbitrator will be appointed by a court with jurisdiction over the matter pursuant to the FAA.

Cost of Arbitration: We will pay the filing fee and any costs or fees charged by the arbitrator regardless of whether you or we initiate the arbitration. Except where otherwise provided by applicable law, each party will be responsible for its own attorneys’ fees a other expenses. Unless prohibited by law, the arbitrator may award fees, costs and reasonable attorneys’ fees to the party who substantially prevails in the arbitration.

Place of Arbitration: Unless you and we agree to a different location, the arbitration will be held in the same city as the U.S. District Court closest to your then-current mailing address. The arbitrator may decide the matter based upon written submissions by the parties if permitted under the arbitration rules.

Waiver of Rights: You are waiving your right to a jury trial, to have a court decide your dispute, to participate in a class action lawsuit and to certain discovery and other procedures that are available in a lawsuit. The arbitrator has the ability to award all remedies available by statute, at law or in equity to the prevailing party. You and we agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual disputes between you and us. If an arbitration firm or arbitrator fails or refuses to enforce the waiver of class-wide arbitration, then the dispute will proceed in court. The validity, effect and enforceability of this waiver of class action lawsuit and class-wide arbitration is to be determined solely by a court of competent jurisdiction and not by the arbitration firm or arbitrator. If such court refuses to enforce the class-wide arbitration waiver, then it is agreed the dispute will proceed in court rather than arbitration.

Review of Arbitration Award: The arbitrator shall apply applicable federal and Florida substantive law and the terms of your Agreement with us. The arbitrator shall make written findings and the arbitrator’s award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with your Agreement with us and applicable law or may be set aside by a court upon judicial review.

Other Provisions: If any portion of this arbitration agreement is subsequently deemed unenforceable, the enforceability of any other provision of this arbitration agreement shall not be affected and the unenforceable term shall be amended such that it is enforceable to the maximum extent permitted by law provided that if a class action litigation or a class-wide arbitration is permitted for any reason, either party may require that the entire dispute be heard by a Judge, sitting without a jury, under applicable court rules and procedures. This arbitration provision shall survive: (i) termination or changes in your Agreement with us, your Card Account, or the relationship between you and us concerning your Card Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of the Card Account, or any amounts owed on the Card account, to any other person or entity.

Right to Opt-Out: If you do not wish to agree to arbitrate all disputes with us, you must advise us in writing at the following address within thirty (30) days of our mailing this Agreement to you at the most recent mailing address we have for you: PO Box 1069, Chattanooga, TN 37401.