

**CARDHOLDER AGREEMENT**  
**IMPORTANT – PLEASE READ CAREFULLY**  
**IMPORTANT – BE SURE TO PROVIDE THE GIFT CARD RECIPIENT THIS**  
**CARDHOLDER AGREEMENT.**

**Terms and Conditions/Definitions for the Vanilla MasterCard® Gift Card**

This Cardholder Agreement (“Agreement”) constitutes the agreement between you, The Bancorp Bank, Wilmington, Delaware (“The Bancorp Bank” or “Issuer”), ITC Financial Licenses, Inc. and IH Financial Licenses, Inc., outlining the terms and conditions under which the Vanilla MasterCard Gift Card has been issued to you by the Issuer. The Issuer is an FDIC insured member institution. “Card” means the Vanilla MasterCard Gift Card issued to you by The Bancorp Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. **IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, DO NOT USE THE CARD, SAVE YOUR RECEIPT AND CALL US AT 1-800-680-5938 TO CANCEL YOUR CARD AND REQUEST A REFUND.** “Card Account” means the records we maintain to account for the value of claims associated with the Card. All Cards are issued by the Issuer and distributed and serviced either by ITC Financial Licenses, Inc. or IH Financial Licenses, Inc., depending upon the state or territory in which the Card was sold. All Cards sold in the State of Texas are distributed and serviced by ITC Financial Licenses, Inc. You may contact ITC Financial Licenses, Inc. by phone at 1-800-680-5938 or by mail at P.O. Box 826, Fortson, Georgia 31808. “You” and “your” mean the person or persons who have purchased or received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, ITC Financial Licenses, Inc., IH Financial Licenses, Inc. and our respective successors, affiliates, parents, subsidiaries or assignees. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card and will not enhance your credit rating. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The funds on the Card are not insured to you by the FDIC or any other federal or state agency. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. All funds associated with the Card shall be held by either ITC Financial Licenses, Inc. or IH Financial Licenses, Inc., depending upon the state in which the Card was sold, in an account with the Issuer for your benefit, with the balance of such funds to be reduced through your use of such funds in accordance with the terms of this Agreement. You agree to sign the back of the Card immediately upon receipt. Signing the back of the Card, using the Card, or allowing someone else to use the Card, means that you accept and agree to be bound by this Agreement in its entirety. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

**Activate Your Card**

Your Card will be active when you receive it. You will have access to your funds and may begin using the Card within twenty-four hours after purchase.

**Choosing Your Personal Identification Number**

When you first use your Card at a merchant’s Point of Sale (“POS”) device, any four digit code will work as the initial Personal Identification Number (“PIN”) for your first PIN-based transaction. After the first PIN-based transaction, you must use the same PIN for each subsequent PIN-based transaction, unless and until you choose to reset your PIN as described below in “Resetting Your PIN”. Choose a PIN that you can remember easily.

**Resetting Your PIN**

If you need to reset your Card’s PIN, please visit [www.getcardbalance.com](http://www.getcardbalance.com) or call 1-800-680-5938. By visiting this website or calling customer service, you can have your Card’s PIN deactivated. You will be required to provide information about your Card (account number, expiration date and security code) to reset your PIN. You may then select a new four digit PIN during your next PIN-based transaction at a merchant’s POS device.

**Safeguarding Your Card and PIN**

Once you have chosen your PIN, you should take precautions to protect your PIN. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.”

**Authorized Card Users**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

**Secondary Cardholder**

You may not request an additional Card for another person.

**Your Representations and Warranties**

By purchasing or activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States or the District of Columbia; (iii) the personal information that you provide to us in connection with the Card is true, correct and complete; (iv) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (v) you accept the Card.

**Disclaimer of Warranties**

**EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**Limitation of Liability**

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

**POS Purchase Limits and No Cash Access**

With your PIN, you may use your Card with a POS device bearing the MasterCard® or Pulse® Acceptance Mark to pay for your purchases. You may not use your PIN to obtain cash from an Automated Teller Machine (“ATM”). Any

funds spent through a POS device will be subject to the maximum amount that can be spent on your Card per day. You also may not receive cash back using a POS device.

**Loading Your Card**

Additional funds may not be added to your Card, called “value loading”. Your Card is non-reloadable. You will have access to your funds within twenty-four (24) hours after purchase.

**Using Your Card/Features**

You may use your Card to purchase or lease goods or services in the United States and District of Columbia everywhere Debit MasterCard or PULSE cards are accepted as long as you do not exceed the value available on your Card Account. The Card may not be used outside of the United States and District of Columbia, including Internet and mail or telephone order merchants outside of the U.S. and District of Columbia. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined. The Card itself may not be returned to any merchant for a refund, except where required by applicable law. At the time of each purchase using the Card, you will be asked to sign a receipt for the transaction. The dollar amount of the purchase will be deducted from the value associated with the Card.

**If you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your 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% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place 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 preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.**

Internet, mail, and phone order purchases may require that we have the zip code of the Card owner on file. If you wish to make Internet, mail, or phone order purchases, you will need to go to [www.getcardbalance.com](http://www.getcardbalance.com) and enter your zip code prior to performing an Internet, mail, or phone order transaction. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash except where required by law. You may not use your Card for online gambling or any illegal transaction. We may refuse to process any Card transaction that we believe may violate the terms of this Agreement or applicable law.

Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees. Once the balance on this Card reaches zero (0), all transactions will be declined. We may deduct any amount that you owe us from any funds associated with this Card.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card Account. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

**Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. Exchange or return of merchandise purchased in whole or in part with the Card will be governed by the procedures and policies of each merchant and applicable law. At the time of any exchange or return, you should present both the merchandise receipt and the Card. If you receive a credit, the credit may not be added to the available funds on the Card for seven (7) business days. The Issuer, MasterCard International Incorporated, ITC Financial Licenses, Inc., IH Financial Licenses, Inc., or their respective affiliates, employees or agents, including, but not limited to, Interactive Communications International, Inc. and its affiliates, employees and agents are not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card or any damages resulting directly or indirectly from the use of the Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

**Card Replacement**

If you need to replace your Card for any reason, please contact us at 1-800-680-5938 to request a replacement Card. There are certain restrictions that must be met before we can replace your Card in certain circumstances. You will be required to provide personal information which may include your Card number, full name, transaction history, copies of accepted identification, etc. We reserve the right to require an affidavit signed by you and conduct an investigation into the validity of any request. It may take up to thirty (30) days to process a request for a replacement Card, however, we will endeavor to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances.

**Expiration**

The Card plastic is valid through the expiration date shown on the front of the Card or until the value on the Card reaches zero, except where prohibited or modified by applicable law. The funds associated with the Card do not expire. You will not be able to use your Card after the expiration date; however, you may request a replacement Card at no cost to you by following the procedures in the paragraph labeled “Card Replacement”.

**Transactions Made In Foreign Currencies**

Your Card may only be used within the fifty (50) U.S. states including the District of Columbia.

**Receipts**

You should get a receipt at the time you make a transaction using your Card. This may be your only record of the transaction. You agree to retain, verify, and reconcile your transactions and receipts.

**Card Account Balance/Transaction History**

For pre-denominated Cards, the maximum value of your Card is identified on the front of the Card. You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It’s important to know your available balance before making any transaction. You may access your available balance, whether it is a pre-denominated or variable denominated Card, by accessing your Card Account online at [www.getcardbalance.com](http://www.getcardbalance.com) or by calling 1-800-680-5938. Your transaction history will be made available in printable electronic format free of charge at [www.getcardbalance.com](http://www.getcardbalance.com). You will not receive paper statements.

The Card has NO FEES AFTER PURCHASE (including dormancy, service or other fees). The table below sets forth the maximum Activation Fee per Card paid by the purchaser at the time of purchase. The Activation Fee actually charged in connection with the sale of this Card may be less than the fee amount set forth below depending upon the location where this Card is sold.

Card	Fee
\$25 Gift Card . . . . .	\$4.44
\$50 Gift Card . . . . .	\$4.94
\$100 Gift Card . . . . .	\$6.44
\$200 Gift Card . . . . .	\$6.88
Variable Gift Card . . . . .	\$5.94
Multi-pack Gift Card . . . . .	\$9.95

**Confidentiality**

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

- 1) Where it is necessary or helpful for completing transactions;
- 2) In order to verify the existence and condition of your Card for a third party, such as merchant;
- 3) To utilize services of third parties and affiliate entities who assist us in providing the Card and related services;
- 4) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- 5) If you consent by giving us your written permission;
- 6) If you owe us money or there are legal proceedings in connection with your Card, in which case, information may be released to attorneys, accountants, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting;
- 7) To our employees, auditors, affiliates, parent and subsidiary companies, service providers, or attorneys as needed;
- 8) In order to prevent, investigate or report possible illegal activity;
- 9) In order to issue authorizations for transactions on the Card;
- 10) As permitted by applicable law; or
- 11) Otherwise as necessary to fulfill our obligations under this Agreement.

**Our Liability for Failure To Complete Transactions**

We may require that you send your complaint or question in writing within ten (10) business days of your call to us. Once your written dispute has been received, 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 do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1) If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- 2) If a merchant refuses to accept your Card;
- 3) If the transaction would exceed the funds available on your Card;
- 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 your Card has been blocked after you reported your Card lost or stolen;
- 6) If there is a hold or your funds are subject to legal or administrative 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) If the merchant authorizes an amount greater than the purchase amount; or
- 10) Any other exception stated in our Agreement with you or by applicable law.

**Your Liability for Unauthorized Transfers**

Contact us at once if you believe your Card or PIN has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at 1-800-680-5938. Under MasterCard Rules, your liability for unauthorized MasterCard transactions on your Card Account is \$0.00 if you notify us within two (2) business days and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. This reduced liability does not apply if a PIN is used as the method of verification for a disputed transaction or you have reported two (2) or more incidents of unauthorized use in the immediately preceding twelve (12) month period. If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card or PIN and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00. Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled "Information About Your Right to Dispute Errors". If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card or PIN. If your Card or PIN has been lost or stolen, we will close your Card Account to keep losses down. Upon your request, we will issue you a replacement Card.

**Other Miscellaneous Terms**

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

**Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our website at [www.getcardbalance.com](http://www.getcardbalance.com), and any such amendment shall be effective upon such posting to that website. The current Agreement is available at [www.getcardbalance.com](http://www.getcardbalance.com). However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check as long as you return the Card to Vanilla MasterCard Gift Card Customer Service, P.O. Box 826, Fortson, GA 31808, and provide your name and address. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00. Any request for a return of funds shall be processed within a reasonable period of time after your request.

**Information About Your Right to Dispute Errors**

In case of errors or questions about your Card Account, telephone us at 1-800-680-5938 as soon as you can, if

you think an error has occurred involving your Card Account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may view a written history of your transactions at any time by visiting [www.getcardbalance.com](http://www.getcardbalance.com).

You will need to tell us:

1. Your name and Card Account number.
  2. Why you believe there is an error, and the dollar amount involved.
  3. Approximately when the error took place.
- need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will notify you verbally or in writing. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days of your call to us, we may not credit your Card. For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. If we determine an error has occurred we will credit the transaction in error upon completing the investigation.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section.

**No Warranty of Availability or Uninterrupted Use**

From time to time the Card services may be inoperative, and when this happens, you may be unable to use your Card or obtain information from your Card, including the available balance of funds associated with your Card. Please notify us at the Customer Service number stated below if you have any problems using your Card. You agree that the Issuer, MasterCard International Incorporated, ITC Financial Licenses, Inc., IH Financial Licenses, Inc., or their respective affiliates, employees, or agents, including, but not limited to, Interactive Communications International, Inc. and its affiliates, employees and agents, are not responsible for any interruption of service.

**Website and Availability**

Although considerable effort is expended to make our website and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

You agree to act responsibly with regard to our website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the website's systems and integrity.

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

**English Language Controls**

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

**Customer Service**

For customer service or additional information regarding your Card, please contact us at:  
 Vanilla MasterCard Gift Card Customer Service  
 P.O. Box 826  
 Fortson, Georgia 31808  
 1-800-680-5938

Customer Service agents are available to answer your calls twenty-four (24) hours a day, seven (7) days a week.

**Telephone Monitoring/Recording**

You agree that from time to time, without further notice to you, we may monitor and/or record telephone calls and electronic communications between you and us to assure the quality of our customer service or as required by applicable law.

**No Warranty Regarding Goods or Services as Applicable**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card

**Section Headings**

Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.

**Entire Understanding**

This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter.

**Arbitration**

Any claim, dispute, or controversy ("Claim") between you and us arising out of or relating in any way to this Agreement, your Card, your purchase of the Card, your usage of the Card, or transactions on the Card, no matter how described, pleaded or styled, shall be finally and exclusively resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in your state of residence at a location that is reasonably convenient for both parties.

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY.**

We will pay the initial filing fee to commence the arbitration.

You and we will have every remedy available in arbitration as you and we would have from a court and will be entitled to reasonable discovery. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made finally and exclusively by the arbitrator. The arbitrator's award will be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

This arbitration provision shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD, SAVE YOUR RECEIPT AND CALL US AT 1-800-680-5938 TO CANCEL YOUR CARD AND TO REQUEST A REFUND.**

This Cardholder Agreement is effective 04/2013.