

## Cardholder Agreement

This Cardholder Agreement, including the Schedule of Fees and Charges, and any Privacy Notice provided to you by us (collectively referred to as this “Agreement”), sets forth the terms of your Rete+Pay MasterCard® Prepaid Card. Please read it carefully and retain it for your records. Your Card is issued by **Axiom Bank N.A.**, Maitland, FL 32751, Member FDIC pursuant to a license from MasterCard®.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account (including sub accounts). What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

**Definitions.** In this Agreement, the words “**you**” and “**your**” means the Card Owner and any Authorized User of the Card. “**Card Owner**” means the person who qualified for and opened the Card account and owns the funds in the Card Account. “**Authorized User**” means any person issued a card at the request of the Card Owner and authorized by the Card Owner to use the Card. “**We**”, “**us**”, “**our**” and “The Bank” mean **Axiom Bank NA**, the issuer of the Card. “**Card**” means the MasterCard® plastic prepaid card that is issued to you by us. “**Card Account**” means the **Axiom Bank NA** deposit account or its associated account number. “**Account Number**” means the 16-digit number used to identify your Card Account. “**Card Number**” is the 16-digit number embossed on your Card. The third party that markets and services the Card and Card Account is Rete+Pay MasterCard® Prepaid Card. “**Business days**” are Monday through Friday 8:00 a.m. - 6:00 p.m. CST, excluding federal holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open. “**PIN**” means personal identification number. “**Access Information**” means collectively your PIN, online user name, password, challenge questions, and any other security information used to access your Card Account.

**Agreement to Terms.** By activating or using the enclosed Card (see “Activating Your Card” below), you agree to the terms of this Agreement. If you do not agree to the terms of this Agreement or do not want to use the Card, please destroy the Card at once by cutting it in half and call us at 855 700-4373 to cancel your Card Account. When any provision in this Agreement states that we may take certain actions, we may do so in our sole discretion. The terms of this Agreement are subject to amendment at any time in accordance with Amendment and Cancellation section below.

**Prepaid Card.** 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 and may not provide the same rights to you as those available in credit card transactions. You will not receive any interest on the funds in your Card Account. Subject to applicable law, your Card Account will be insured by the Federal Deposit Insurance Corporation once your Card has been registered with us. Your funds will never expire, regardless of the expiration date on the

front of your Card. The Card will remain the property of the Bank, must be surrendered upon demand and is nontransferable.

**Activating Your Card.** Your card will be active when you receive it.

**Using Your Card.** After you receive your Card you may use it at your merchant terminal for MasterCard debit payments

You agree that you will: (i) not use the Card at gambling websites or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of the Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any Access Information used to access the Card Account information or Card funds; (iv) not use the Card for business purposes; and (v) use the Card only as permitted by us. The Card may not be accepted by certain merchants whose goods or services are not legal for minors. We may refuse to process any transaction that we believe violates the terms of this Agreement.

**Limitations on Card Usage.** All transactions are subject to the limitations set forth in this Agreement, and no transaction may exceed the value available on your Card Account

**Purchase Limitations.** You may not make purchases that in the aggregate exceed \$150,000.00 per day. If a merchant attempts to process a transaction for more than the value available on your Card Account, or if the transaction will cause the daily limit of \$150,000.00 to be exceeded, then the transaction will be declined. Unusual or multiple purchases may prompt a merchant inquiry or card suspension to allow us to investigate such unusual activity.

**Merchant Authorization Holds.** When you use your Card Account at your merchant terminal, certain terminals 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 and may place a temporary hold on your Card’s funds for the amount indicated by the merchant (which may be more than the final settled transaction amount). We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction. Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an “authorization” or “hold” on your available balance for up to thirty (30) 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 Account for the correct amount of the final transaction, however, and will release the hold on any excess amount when the transaction finally settles.

**Negative Balance.** Because you may be assessed transaction fees even if a transaction is declined, it is possible for a rejected transaction to cause your Card Account to have a negative balance and be overdrawn. We do not extend credit, so if your Card Account becomes overdrawn, you agree to pay us the overdrawn amount immediately, without further demand. We may deduct the overdraft amount from any current or future funds on this or any other Card Account you activate or maintain. If your Card Account has a zero or negative balance, we may, at our option, cancel your Card Account without notice.

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

**Reversal.** Point of sale transactions cannot be reversed. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold of funds equal to the estimated purchase amount, for up to seven (7) days.

**Schedule of Fees and Charges.** We will charge you, and you agree to pay, the fees and charges set forth in the Schedule of Fees and Charges below. You may also login at [www.retepay.com](http://www.retepay.com) to view a complete list of fees. We generally deduct fees and charges from the Card Account at the time a fee or charge is incurred.

**Receipts and Transaction History.**

**Receipts.** You should get a receipt from the merchant, bank or ATM at the time you make a transaction or obtain cash using your Card. Please note there are some merchants that choose not to provide a receipt if the amount of the transaction is \$15 or less.

**Card Account Balance and Transaction History.** You can obtain information about the current available balance in your Card Account by calling 1-855-700-4373. You will not be assessed a fee to check your balance using our automated telephone system. You may also obtain your balance information, along with a 60-day history of your account transactions, at no charge by logging in to your Card Account at [www.retepay.com](http://www.retepay.com). You also have the right to obtain a 60-day written history of account transactions by calling 1-855-700-4373.

**Change in Terms.** Subject to the limitations of applicable law, we may at any time add to, delete or change the terms of this Agreement by sending you a notice of such changes. We will give you notice at least twenty-one (21) days before the effective date of any change if the change would result in: (i) increased fees you would be required to pay; (ii) increased liability for you; (iii) fewer types of available electronic fund transfers; or (iv) stricter limitations on the frequency or dollar amount of transfers. Advance notice may not be given, however, if we need to make the change immediately in order to maintain or restore the security of your Card or Card Account or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card Account or any related payment system, we will provide notice to you within thirty (30) days after making the change.

**Cancellation and Suspension.** We reserve the right, in our sole discretion, to limit your use of the Card. We may refuse to issue a Card Account or may revoke Card Account privileges with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, contact us at 1-855-700-4373 or [www.retepay.com](http://www.retepay.com). You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. Our cancellation of Card Account privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your Card Account privileges through no fault of yours, you will be entitled to a refund of any remaining balance, as provided in this Agreement.

**Card Expiration/Settlement.** Subject to applicable law, you may use the Card only through its expiration date, which is stated on the front of the Card or fax you’ve received. If you attempt to use the Card or add funds to your Card Account after the expiration date, the transactions may not be processed. If there is a balance remaining in your Card Account upon expiration, a new Card may be issued to you. You must activate any newly issued Card in order to access the funds in your Card Account. If we do not choose to issue a new Card to you or if we

cancel your Card Account for any reason, we will attempt to refund to you the balance remaining in your Card Account less any amounts owed to us (e.g., fees and charges). A check made payable to you will be mailed to you at the latest postal address reflected in our records. A fee may be imposed for refunding the remaining account balance by check (see the Schedule of Fees and Charges).

**Unclaimed Property.** For Card Accounts with no activity for three (3) years or such other period as may be prescribed by applicable state law, the funds in your Card Account will be presumed to be abandoned. Card funds in Card Accounts will be remitted to the custody of the applicable state agency in accordance with state law, and we will have no further liability to you for such funds. If this occurs, we may try to locate the Card Owner at the address shown in our records, so we encourage you to keep us informed if you change your address. You may notify us of a change of address by logging in to your Card Account at **1-855-700-4373** or [www.retepay.com](http://www.retepay.com).

**Information Given to Third Parties.** We may disclose information (including personally identifiable information) to third parties about you, the Card, your Card Account and the transactions related to the Card or 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 the Card or the 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 the Card; (viii) in accordance with our Privacy Policy; and (ix) as otherwise permitted by law. Please see the Bank’s Privacy Policy for further details.

**Website Availability.** Although considerable effort is expended to make the website and other means of communications and access available around the clock, we do not warrant that these forms of access will be available and error free at all times. 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.

We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

**Confidentiality and Security.** To prevent unauthorized access to your Card and Card Account, you agree to keep your Access Information confidential. We recommend that you memorize your Access Information and do not write it down. If you believe the security of your Access Information has been compromised in any way (for example, your password has been lost or stolen, someone has attempted to use our website under your user name without your consent, or your Card

has been accessed), you must notify us immediately. Under certain circumstances, we may deny your access to our website in order to maintain or restore security or performance of the website. We may do so if we reasonably believe your Access Information has been or may be obtained or is being or may be used by an unauthorized person. We may try to notify you in advance, but cannot guarantee we will do so.

**How to Notify Us of Lost or Stolen Card, PIN or Unauthorized Transfers.** If you believe your Card or any other Access Information has been lost or stolen, call: **1-855-700-4373** or write to **PO BOX 516, Lisle, IL 60532**. 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 your Card or Access Information without your permission.

**Your Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your Card or Access Information has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission. Telephoning us at 1-855-700-4373 is the best way to minimize your possible losses. You could lose all the money in your Card Account. You agree that any unauthorized use does not include use by a person to whom you have given authority to use your Card Account or Access Information and that you will be liable for all such uses and funds transfers by such person(s).

If you tell us within 2 business days after you learn of the loss or theft of your Card or Access Information you can lose no more than \$50 if someone used your Card or Access Information without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or Access Information and we can prove we could have stopped someone from using your Card or Access Information without your permission if you had told us within this time frame, you could lose as much as \$500 if someone used your Card or Access Information without your permission.

Also, if your electronic history shows transactions that you did not make, including those made by Card, Access Information or by other means, tell us AT ONCE. If you do not tell us within 120 days after the alleged unauthorized transfer was credited or debited to your Card Account, you may not get back any money you lost after this period 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 learning of the unauthorized transaction and telling us, we will extend the time periods for a reasonable period in our sole discretion.

**Additional Limits on Liability Under MasterCard® Rules.**

Under MasterCard Rules, you will not be liable for any unauthorized transactions using your Card Account for point-of-sale transactions if (i) you can demonstrate that you have exercised reasonable care in safeguarding your Card from risk of loss or theft, (ii) you have not reported to us two (2) or more incidents of unauthorized use within the prior twelve-month period, and (iii) your Card Account is otherwise in good standing. This additional limit on liability does not apply to ATM transactions or to transactions using your PIN which are not processed by MasterCard. You must notify us within 2 days after the electronic statement was made available to you showing unauthorized transaction(s) in order to take advantage of any such limited liability provisions.

**Our Liability for Failing to Make Transfers.** 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 may 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, your Card funds are insufficient for the transaction or are unavailable for withdrawal (for example, because there is a hold on your funds or your funds are subject to legal process);
- (2) if a computer system, ATM, or POS terminal was not working properly and you knew about the problem when you started the transaction;
- (3) if the ATM where you are making the transfer does not have enough cash;
- (4) if a merchant refuses to honor your Card;
- (5) if circumstances beyond our control (such as fire, flood, terrorist attack or national emergency) prevent the transaction, despite reasonable precautions that we have taken;
- (6) if any failure or malfunction is attributable to your equipment, to merchant or ATM equipment, or to any internet service or payment system;
- (7) if you attempt to use a Card that has not been properly activated;
- (8) If an employee of a load network (GreenDot) did not properly transmit information to us
- (9) If your Card or Access Information has been reported as lost or stolen, if your Card Account has been suspended by us, or we have reason to believe the transaction is not authorized by you; or
- (10) As otherwise provided in this Agreement.

**How to Notify Us of Lost or Stolen Card, PIN or Unauthorized Transfers.** If you believe your Card or any other Access Information has been lost or stolen, call: 1-855-700-4373 or write to PO BOX 516, Lisle, IL 60532. 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 your Card or Access Information without your permission.

**Information About Your Right to Dispute Errors.** In case of errors or questions about your Card Account, please contact us as soon as possible at 1-855-700-4373 or write to us PO BOX 516, Lisle, IL 60532. We must allow you to report an error until 120 days after the transfer allegedly in error was credited or debited to your Card Account. You may request a written history of your transactions at any time by contacting us at the telephone number or address above. You will need to tell us: (1) your name; (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 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 provisionally credit your Card 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 Card 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 provisionally credit your Card 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 that we used in our investigation. If you need more information about our error-resolution procedures, call us at the telephone number shown above.

**Questions.** Rete+Pay MasterCard® Prepaid Card, as the third party that administers the Card program, is responsible for customer service and for resolving any errors in transactions made with your Card. If you have questions regarding your Card, you may call 1-855-700-4373 or write PO BOX 516, Lisle, IL 60532 or visit [www.retepay.com](http://www.retepay.com).

**Communications.** We may contact you from time to time regarding your Card Account. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- (1) contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
- (2) contact you by using an automated dialing or similar device ("Autodialer");
- (3) contact you at your home and at your place of employment;
- (4) contact you on your mobile telephone;
- (5) contact you at any time, including weekends and holidays;
- (6) contact you with any frequency;
- (7) leave prerecorded and other messages on your answering machine/service and with others; and
- (8) identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Card Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may contact you at this number using an Autodialer and can also leave prerecorded and other messages. We may do these things whether we contact you or you contact us.

If you ask us to discuss your Card Account with someone else, you must provide us with documents that we ask for and that are acceptable to us.

**Change of Address:** If your U.S. mail or postal address changes, you must notify us immediately. Failure to do so may result in information regarding the Card or Card Account being mailed to the wrong person or your transactions being declined. In such event, we shall not be responsible for any resulting misuse of funds available in the Card Account. Any notice given by us shall be deemed given to you if mailed to you at the last U.S. mail address for the Card Account furnished by you. 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.

**Governing Law, Court Proceedings, Damages, Arbitration:** Except as set forth in the Waiver of Jury Trial and Arbitration Agreement below, (1) this Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Minnesota; (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 Minnesota; 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.

**ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL: PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED FOR IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.**

**Agreement to Arbitrate.** You and we (defined below) agree that any Dispute (defined below) will be resolved by Arbitration. This agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the substantive law of the State of Minnesota (without applying its choice-of-law rules).

**What Arbitration Is.** "Arbitration" is a means of having an independent third party resolve a Dispute. A "Dispute" is any claim or controversy of any kind 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 your application for an Axiom Bank NA account or Card and whether or not an Axiom Bank NA MasterCard® prepaid card is provided to you, based on any legal or equitable theory (contract, tort, 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 a federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability, or scope of this arbitration agreement.

For purposes of this arbitration agreement, the terms "you" and "your" include any Authorized User, co-signer, co-obligor, or guarantor and also your heirs, guardian, personal representative, or trustee in bankruptcy. The terms "we," "our," and "us" mean either the Bank and include employees, officers, directors, members, managers, attorneys, affiliated companies, predecessors, and assigns the Bank as well as the marketing, servicing, and collection representatives and agents of either or both.

**How Arbitration Works.** If a Dispute arises, the party asserting the claim or demand 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 an arbitration complaint must choose either of the following arbitration firms for initiating and pursuing arbitration: the American Arbitration Association ("AAA") or JAMS, The Resolution Experts. If the parties mutually agree, a private party, such as a retired judge, may serve as the arbitrator. 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 each of the

arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

American Arbitration Association  
1633 Broadway, 10th Floor  
New York, NY 10019  
Web site: [www.adr.org](http://www.adr.org)  
Telephone (800) 778-7879

JAMS, The Resolution Experts  
1920 Main Street, Suite 300  
Irvine, CA 92614  
Web site: [www.jamsadr.com](http://www.jamsadr.com)  
Telephone (949) 224-1810 or (800) 352-5267

In the event both AAA and JAMS are unavailable to decide a Dispute, the parties agree to select another neutral party experienced in financial matters to decide the Dispute. If such an independent arbitrator cannot be found, the parties agree to submit any Dispute to a state or federal judge, sitting without a jury, for resolution on an individual and not a class-wide basis.

The policies and procedures of the selected arbitration firm will apply provided such policies and procedures are consistent with this arbitration agreement. To the extent the arbitration firm's rules or procedures are different than the terms of this arbitration agreement, the terms of this arbitration agreement will apply.

**What Arbitration Costs.** No matter which party initiates the arbitration, we will advance or reimburse filing fees and other costs or fees of arbitration, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

**Location of Arbitration.** Unless you and we agree to a different location, the arbitration will be conducted in the county where you reside.

**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. You and we agree that the arbitrator has no authority to conduct class-wide arbitration proceedings and is only authorized to resolve the individual Disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a court of competent jurisdiction and not by the AAA, JAMS, or an arbitrator. If such court refuses to enforce the waiver of class-wide arbitration, the Dispute will proceed in court and be decided by a judge, sitting without a jury, according to applicable court rules and procedures, and not as a class action lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party.

**Applicable Law and Review of Arbitrator's Award.** The arbitrator shall apply applicable federal and Minnesota substantive law and the terms of this Agreement. The arbitrator must apply the terms of this arbitration agreement, including without limitation the waiver of class-wide arbitration. 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 this Agreement and with applicable law, and if it is not, it may be set aside by a court. The parties shall have, in addition to the grounds

referred to in the Federal Arbitration Act for vacating, modifying, or correcting an award, the right to judicial review of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether the conclusions of law are erroneous under the substantive law of the State of Delaware and applicable federal law. Judgment confirming an award in such a proceeding may be entered only if a court determines that the award is supported by substantial evidence and is not based on legal error under the substantive law of Minnesota and applicable federal law.

**Survival.** This arbitration provision shall survive: (1) cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

**Right to Opt-Out.** *If you do not wish to agree to arbitrate all Disputes in accordance with the terms and conditions of this section, you must advise us in writing at the following address by either hand delivery or a letter postmarked within thirty (30) days following the date you enter into this Agreement. You may opt-out without affecting your application or cardholder status.*

Axiom Bank NA  
258 Southhall Lane Suite 400  
Maitland, FL 32751

**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.

**Miscellaneous Provisions:** 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 Jury Trial and Arbitration above, 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 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.

#### **Axiom Bank NA Privacy Notice**

##### **What does Axiom Bank NA do with your Personal Information?**

Financial companies choose how they share your personal information.

Federal law gives consumers the right to limit some but not all sharing.

Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information that we collect and share depend on the product or service you have with us. This can include:

- Social Security Number and Date of Birth
- Address of Residence and Government Issued Identification Card
- Transaction History

When you are *no longer* our customer, we continue to share your information as described in this notice.

All Financial Companies need to share customers' personal information to run their everyday business. Below is a list of reasons financial companies can share information and if Axiom Bank NA shares this type of information. For the types of information we share, you cannot limit this type of sharing.

Reasons we can share your personal information

**For our everyday business purposes-** such as to process your transaction, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus. Axiom Bank NA shares this type of information.

**For our marketing purposes-** to offer our products and services to you. Axiom Bank NA shares this type of information.

**For joint marketing with other financial companies.** Axiom Bank NA shares this type of information.

**For our affiliates' everyday business purposes-** information about your transactions and experiences. Axiom Bank NA shares this type of information.

**For our affiliates' everyday business purposes-** information about your creditworthiness. Axiom Bank NA does not share this type of information.

**For our affiliates to market to you.** Axiom Bank NA does not share this type of information.

**For non-affiliates to market to you.** Axiom Bank NA does not share this type of information.

**How does Axiom Bank NA protect my personal information?** To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

##### **How does Axiom Bank NA collect my personal information?**

We collect personal information, for example, when you

- Open a Card Account and use your Card
- Pay your bills or make a purchase
- Give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?** Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes- information about your creditworthiness,
- Affiliates from using your information to market to you,
- Sharing for non-affiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing.

##### **Definitions**

**Affiliates** Companies related by common ownership or control. They can be financial and nonfinancial companies.

**Non affiliates Companies** not related by common ownership or control. They can be financial or nonfinancial companies. Axiom Bank NA does not share with *nonaffiliates* so they can market to you.

**Joint Marketing** A formal joint marketing agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include prepaid card companies.

Questions about our Privacy Policy? Please call 1-800-584-0015