

## CARDHOLDER AGREEMENT

### IMPORTANT: PLEASE READ CAREFULLY AND KEEP FOR YOUR RECORDS.

This Cardholder Agreement (this “*Agreement*”) is between you and Green Dot Bank, the issuer of your Card. By using the Card, or allowing someone else to use the Card, you agree to the terms of this Agreement. **NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING INDIVIDUAL ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.**

#### Fees

*Fees That May be Charged to Your Card.* In addition to the fees listed below, we may offer additional products, services and features from time to time, and the fees for those offerings will be disclosed to you at the time they are offered.

#### SCHEDULE OF FEES

Fee Type	Fee
Monthly Charge	\$7.95. Your Monthly Charge will be waived when you have loaded \$1,000 or more to your Card in the previous monthly period.*
ATM Withdrawal & Teller Cash Withdrawals	<ul style="list-style-type: none"><li>• ATM withdrawal: \$2.50 per transaction**</li><li>• Teller cash withdrawal: \$2.50 per transaction</li></ul>
Balance Inquiry at ATMs	\$0.50**
Reload at Retail Location	Varies by Retailer, up to \$4.95.
Replacement Card (for Lost, Stolen or Damaged Card)	\$5.00
Foreign Transactions (see paragraph titled “Foreign Transactions”)	3% of total transaction amount

\* A person-to-person transfer is not considered a load or reload for the purpose of waiving the Monthly Charge.

\*\* You may be charged a fee by the ATM operator in addition to our fee (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

*When and How Monthly Charges are Assessed.* If you purchased your Card at a retail location, your first Monthly Charge will be assessed upon the earlier of (i) the first use of your Card; or (ii) the day after you register your Card. If you sign up for your Card online, your first Monthly Charge will be assessed when the Card is initially loaded with

funds. Subsequent Monthly Charges are assessed on the same day of each month. Each monthly period begins the day your Monthly Charge is assessed and ends the day before the next Monthly Charge is to be assessed. If you purchased your Card at a retail location and do not use or register your Card, we will assess the first Monthly Charge beginning 90 days after the date you purchased the Card.

### **Using Your Card**

*Personal Information You Will Need to Provide.* 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 registers a Card. When you register your Card, we will ask for your name, address, date of birth, Social Security number, phone number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We also will request information of any second cardholder, including, but not limited to, the full name and date of birth of any second cardholder. If we are unable to verify your identity, we may choose to permit you to use the Temporary Card until the money on the Temporary Card has been fully spent, but you will not receive a Personalized Card.

*Charges to Your Card and Receipts.* Each time you use your Card to purchase goods or services, you authorize us to charge the amount against the money on your Card. You can get a receipt at the time you make a transaction or obtain cash using your Card. However, you may not get a receipt for some smaller transactions.

*How to Get Card Balance & Transaction History.* You may obtain information about the amount of money you have remaining on your Card along with a 60-day history of account transactions, by going online to [www.greendot.com](http://www.greendot.com). You may also get this information by calling (866) 795-7597 or the number on the back of your Card. You also have the right to obtain a 60-day written history of account transactions at no charge, by calling the telephone number above or the number on the back of your Card, or by writing us at Written History Request, P.O. Box 5100, Pasadena, California 91117. Please include your name and Card number. You will not automatically receive paper statements.

*Direct Deposits.* You may obtain a direct deposit enrollment form at [www.greendot.com](http://www.greendot.com) or by calling (866) 795-7597. If you have arranged to have direct deposits made to your Card at least once every 60 days from the same person or company, you can visit [www.greendot.com](http://www.greendot.com) or call us at (866) 795-7597 to find out whether or not the deposit has been made. Funds from direct deposits will generally be available on the day the Bank receives the transfer. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five (5) business days after the transfer. We reserve the right to reject or limit transfers via direct deposit in our sole discretion, and may reject or suspend any direct deposit that has identifying information that does not match the identifying information (such as name or Social Security number) that we have on file for you.

*How to Close Your Card.* Simply spend down the amount on your Card, cut it up and throw it away. You may close your Card at any time online at [www.greendot.com](http://www.greendot.com) or by calling the number on the back of your Card.

### **Limits on the Use of Your Card**

*Temporary Card.* You may not use your Temporary Card: (i) for any purchase at a merchant that uses a manual imprint machine; (ii) at ATMs or for cash access unless otherwise indicated; or (iii) at merchants outside of the United States (including internet websites based outside the United States). Following additional identity verification, we may, in our sole discretion, allow you to use your Temporary Card with some or all of the features of a Personalized Card (such as ATM and cash access), and we will notify you if we do.

*Your Obligation for Negative Balances.* You must keep enough money on your Card to pay for each transaction. You are responsible for any amount that is charged in excess of your Card balance. If you have a negative balance on your Card, we may deduct the negative balance amount from any current or future funds on this or any other Card you register or maintain (including any other prepaid cards serviced by Green Dot and issued by the Bank to you).

*Load/Reload Limitations.* The maximum daily cash reload limit is \$2,999, but maximum in-store reload limits also apply and you may not load cash to your Card at any time the funds balance on your Card exceeds \$2,999. We reserve the right to accept or reject any request to reload your Card at our sole discretion. Only the primary cardholder may reload the Card. The Card is not interest-bearing.

*General Limits on the Use of Your Card.* The overall maximum amount of value that can reside on the Card is \$10,000. You are not authorized to conduct transactions that in the aggregate exceed \$3,000 per calendar day. For security reasons, we may limit the amount, number or type of transactions you can make on your Card and any funding or reload of your Card. You may only withdraw up to \$400 from an ATM in a single day and \$1,500 per teller transaction, unless otherwise indicated. Your Card cannot be used at ATMs outside of the United States. We may, in our sole discretion, further limit your use of the Card at ATMs, and, in addition to our limits, an ATM owner or operator may impose additional withdrawal limits. The Card is for personal use only. We may refuse to process any transaction that we believe may violate the law or the terms of this Agreement. You agree that you will: (i) not use the Card at unlawful domestic or international gambling web sites, or at payment processors supporting unlawful gambling web sites, or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of the Card; and (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN used to access Card funds. We may refuse to issue a Card, refuse to register a Card, refuse to allow you to sign up for a Card, revoke or suspend your Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. We may not mail you a Personalized Card. You cannot sell or transfer your Card to

anyone else, and it can only be used by you or someone you authorize. If you authorize anyone else to use your Card, you are responsible for all transactions made by that person. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. We reserve the right to limit or block the use of the Card in foreign countries due to fraud or security concerns or to comply with applicable law.

*Money On Your Card May Be Held Until a Transaction is Completed.* When you use your Card to pay for goods or services, certain merchants may ask us to pre-authorize the transaction in advance and may estimate the final purchase amount. When you use your Card at an ATM or for a teller cash withdrawal transaction, we generally pre-authorize the transaction in advance (including all applicable fees). When we pre-authorize the transaction, we will place a “hold” on your Card’s funds for the amount indicated by the merchant, and this transaction will show as “pending” in your transaction history. We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction amount (such as to cover a tip at a restaurant). Transactions at certain merchants that pre-authorize high dollar amounts, especially rental car companies and hotels, may cause a “hold” on your available balance for up to 90 days. You will not be able to use the money on your Card that is “on hold.” We will release any remaining amount when the transaction finally settles.

### **Other Rights & Obligations Regarding Errors, Unauthorized Transfers, Failure to Make Transfers and Preauthorized Payments**

*In Case of Errors or Questions About Your Card.* Telephone us at (866) 795-7597 or the number on the back of your Card, or write to us at Customer Care, P.O. Box 5100, Pasadena, California 91117 as soon as you can, if you think an error has occurred in your Card account. If writing us, a Transaction Dispute Form is available for your convenience at [www.greendot.com](http://www.greendot.com). We must allow you to report an error until 60 days after the earlier of: (i) the date you electronically accessed your account, provided the error could be viewed in the electronic history; or (ii) the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling (866) 795-7597 or by writing us at Written History Request, P.O. Box 5100, Pasadena, California 91117. When notifying us, you will need to tell us: (i) your name and Card number; (ii) why you believe there is an error, and the dollar amount involved; and (iii) 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 provide a credit to your Card within 10 business days for the amount you think is in error, so that you will have the use of the value during the time it takes us to complete the 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 the Card.

For errors involving new Cards, point-of-sale or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For errors involving new Cards, we may take up to 20 business days to provisionally credit your Card 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 (866) 795-7597 or the number on the back of your Card or visit [www.greendot.com](http://www.greendot.com).

*Your Liability for Unauthorized Transfers.* Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Reporting your Card lost or stolen online at [www.greendot.com](http://www.greendot.com) or calling us at (866) 795-7597 is the best way of keeping your possible losses down. You could lose all the money on your Card. If you tell us within two business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two 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 or PIN without your permission if you had told us, you could lose as much as \$500. (Note: If your Card is a MasterCard Card, you will not be liable for the amounts stated above if: your Card is in good standing; you have not reported more than two incidents of unauthorized use in the preceding 12 months; and you have exercised reasonable care in safeguarding your Card from risk of loss or theft. If your Card is a Visa Card, you will not be liable for the amounts stated above unless we determine that you were grossly negligent or fraudulent in the handling of your Card.)

Also, if your online or paper transaction history shows transfers that you did not make, including those made by your Card, PIN or other means, tell us at once. If you do not tell us within 60 days after: (i) you electronically access your Card information at [www.greendot.com](http://www.greendot.com); or (ii) we provide you with a written history of your Card transactions, you may not get back any Card value you lost after the 60 days if we can prove that we could have stopped someone from taking the Card value if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

*You Must Notify Us of Lost or Stolen Cards/Unauthorized Activity.* You agree to notify us of the loss, theft or unauthorized disclosure of any number or PIN that might be used to access Card funds. If you believe the Card has been lost or stolen or that someone has transferred or may transfer value from the Card without authorization, contact us at the address, website or phone number listed above in “In Case of Errors or Questions About Card Transactions.”

You agree to cooperate reasonably with us and our agents and service providers in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Card. You agree that any unauthorized use does not include use by a person or

merchant to whom you have given authority to use the Card or PIN and that you will be liable for all such uses by such person or merchant.

*Our Liability for Failing to Make Transfers.* If we do not complete a transaction to or from the Card 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:

- (i) if, through no fault of ours, your Card funds are insufficient for the transaction or are unavailable for withdrawal (for example, because they have not been finally collected or are subject to legal process);
- (ii) if the ATM where you are making the transfer does not have enough cash;
- (iii) if a computer system, ATM, or POS terminal was not working properly and you knew about the problem when you started the transaction;
- (iv) if a merchant refuses to honor the Card;
- (v) if circumstances beyond our control (such as fire, flood, terrorist attack or national emergency) prevent the transaction, despite reasonable precautions that we have taken;
- (vi) if you attempt to use a Card that has not been properly registered or activated;
- (vii) if the Card has been reported as lost or stolen or has been suspended by us, if we have limited or revoked your Card privileges or if we have reason to believe the transaction is not authorized by you; or
- (viii) as otherwise provided in this Agreement.

*Right to Stop Preauthorized Payments.* If you have told us in advance to make regular payments with your Card, you can stop any of these payments. Here's how: Call us at (866) 795-7597, or write us at Customer Care, P.O. Box 5100, Pasadena, California 91117, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these payments 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 to the extent provided in this Agreement or required by law. If these regular payments may vary in amount, the person you are going to pay will tell you, 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.)

### **Other Rights & Terms**

*Disputes with Merchants.* Neither the Bank nor Green Dot is responsible for the delivery, quality, safety, legality or any other aspect of goods and services that you purchase from others with a Card.

*Foreign Transactions.* If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies.

MasterCard and Visa currently use a conversion rate that is either: (i) selected from a range of rates available in the wholesale currency markets (note: this rate may be different from the rate the association itself receives), or (ii) a government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account. We will impose a charge equal to 3% of the transaction amount (including credits and reversals) for each transaction (U.S. or foreign currency) that you conduct outside the 50 United States and the District of Columbia (including foreign websites).

*FDIC Insurance.* When you have registered and loaded your Card, Green Dot will make sure that there are enough funds at the Bank to cover the amount of money credited to your Card. The money credited to your Card will be held in a custodial account at the Bank on your behalf. The amount of money in this custodial account is insured to the maximum limit provided by the FDIC. Unless we have registered your Card, any funds credited to your Temporary Card will not be insured by the FDIC. Green Dot Bank also operates under the brands GoBank and Bonneville Bank. Deposits under any of these trade names are deposits with a single FDIC-insured bank, Green Dot Bank, and are aggregated for deposit insurance coverage.

*Your Representations and Warranties.* By setting up the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that you are a U.S. citizen or legal alien residing in one of the 50 states, the District of Columbia or Puerto Rico. You agree that we may monitor and record your telephone and electronic communications with us at any time, without further notice to you or any party to the communication.

*Information Given to Third Parties.* We may disclose information to third parties about you, the Card, and the transactions on your Card: (i) where it is necessary or helpful for completing transactions; (ii) in order to verify the existence and condition of the Card for a third party (e.g., a merchant); (iii) in order to comply with government agency or court orders; (iv) if you give us your consent; (v) to service providers who administer the Card 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 identify, prevent, investigate or report possible suspicious or illegal activity; (vii) in order to issue authorizations for transactions on the Card; and (viii) as permitted by our Privacy Policy. Please see our Privacy Policy for further details. We can also disclose information that is not personally identifiable for other purposes.

*Notices.* We may send notices to you at the last postal address we have on file for you in our records. If you have signed up at [www.greendot.com](http://www.greendot.com) for electronic delivery of disclosures, we will send notices to you by e-mail at the e-mail address we have on file for you in our records. If you have more than one Card, we will send you only one notice.

*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 (unless



otherwise stated in this Agreement that no notice shall be required). We may not give you advance notice if we need to make the change immediately in order to comply with applicable law or to maintain or restore the security of the Card 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 or any related payment system, we will provide notice to you within 30 days from the making of the change or as otherwise permitted or required by law. See the paragraph titled "Notices" for information on where we will send any such notices.

*Our Business Days.* Our business days are Monday through Friday, excluding federal and legal banking holidays in the State of Utah.

*Governing Law/Jurisdiction.* This Agreement will be governed by and interpreted in accordance with Federal law and, to the extent Federal law does not apply, by the laws of the State of Utah. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Salt Lake City, Utah with respect to all controversies arising out of or in connection with the use of the Card and this Agreement that are not subject to arbitration or to any proceedings to enforce the arbitration provision or to confirm or vacate an arbitration award. Note: If our records reflect that the owner of the Card is a resident of Illinois, the laws of the State of Illinois, rather than Utah, shall apply to the extent Federal law does not apply, and all controversies arising out of or in connection with the use of the Card and this Agreement that are not subject to arbitration or to any proceedings to enforce the arbitration provision or to confirm or vacate an arbitration award shall be brought by us in the state and federal courts of Illinois.

*Entire Agreement; Severability.* 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. If any of the terms of this Agreement are invalid, or declared invalid by order of court, change in applicable law, or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

*Disclaimer of Warranties.* EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

*Limited Liability.* UNLESS OTHERWISE REQUIRED BY LAW OR THIS AGREEMENT, 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 THE BANK OR GREEN DOT SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

*Definitions.* In this Agreement, the words “*you*” and “*your*” mean the owner of the Card (“*Cardholder*”) and any second cardholder. “*Bank,*” “*we,*” “*us*” and “*our*” mean Green Dot Bank, the issuer of the Card, or anyone to whom we assign our rights. “*Card*” means both (i) the non-personalized card that came in the package at a Retailer or the non-personalized card or temporary card number that you may receive when you sign up online (your “*Temporary Card*”) and (ii) the personalized card that you may receive after you register your card or sign up online (your “*Personalized Card*”). “*Retailer*” means each distribution agent and retail outlet authorized to provide Cards for sale to the public. “*Green Dot*” means Green Dot Corporation, the third party that administers the Card program.

**Acknowledgment of Arbitration.** Your Card is being made available and priced by the Bank on the basis of your acceptance of the following arbitration clause. By accepting your Card, you acknowledge that you are giving up the right to litigate Claims if either party elects arbitration of the Claims pursuant to this clause, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.

#### ARBITRATION NOTICE

**THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS.**

*Arbitration of Claims.* Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to (i) the Card; (ii) any service relating to the Card; (iii) the marketing of the Card; (iv) this Agreement, including the validity, enforceability, interpretation, scope, or

application of the Agreement and this arbitration provision (except for the prohibition on class or other non-individual claims, which shall be for a court to decide); and (v) any other agreement or instrument relating to the Card or any such service (“*Claim*”) shall be decided, upon the election of you or the Bank (or Green Dot Corporation or the Bank’s agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration. Arbitration replaces the right to litigate a claim in court or to have a jury trial. The American Arbitration Association (“*AAA*”) shall serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: on the web at [www.adr.org](http://www.adr.org) or by writing to AAA at 1633 Broadway, 10th Floor, New York, NY 10019.

*Other Claims Subject to Arbitration.* In addition to Claims brought by either you or the Bank, Claims made by or against Green Dot or by or against anyone connected with you or the Bank or claiming through you or the Bank (including a second cardholder, employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) shall be subject to arbitration as described herein.

*Exceptions.* We agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court so long as the Claim is pending only in that court. This arbitration provision also does not limit or constrain the Bank’s right to interplead funds in the event of claims to Card funds by several parties.

*Individual Claims Only.* Claims may be submitted to arbitration on an individual basis only. **Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing.** However, co-applicants, second cardholders and authorized users of a single Card and/or related cards are considered as one person, and the Bank, its officers, directors, employees, agents, and affiliates are considered as one person.

*Arbitration Fees.* If you initiate arbitration, the Bank will advance any arbitration fees, including any required deposit. If the Bank initiates or elects arbitration, the Bank will pay the entire amount of the arbitration fees, including any required deposit. The Bank will also be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction over the Claims.

*Procedure.* A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years experience or who is a former or retired judge. The arbitration shall follow the rules and procedures of the arbitration administrator in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, in which case this arbitration provision shall govern. Any in-person arbitration hearing for a Claim

shall take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (the “**FAA**”) and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. Any appropriate court may enter judgment upon the arbitrator’s award. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.