



Cardholder Agreement
IMPORTANT – PLEASE READ CAREFULLY



Terms and conditions for E1 Visa® Prepaid Card. This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the Card has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. The Card will remain the property of First Century Bank N.A. and must be surrendered upon demand. This Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference. THE E1 Visa Prepaid Card IS SUBJECT TO CERTAIN FEES. SEE FEES AND CHARGES FOR MORE DETAILS. THIS AGREEMENT ALSO REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. SEE ARBITRATION PROVISION (Section 26 below) FOR MORE DETAILS.

1. Definitions

“Card” means the E1 Visa Prepaid Card issued to you by First Century Bank N.A.. “You” and “your” means the person or persons who have received the card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean First Century Bank N.A., our successors, affiliates or assignees. For purposes of these disclosures, our “business days” are Monday through Friday, excluding legal holidays. “Card Account” means the records we maintain to account for the value associated with the Card. “Company” means the entity loading funds to your Card under the E1 Visa Prepaid Card.

2. Your Card

The Card is a prepaid card that has been provided pursuant to a card program. The Card allows you to access funds on the Card. The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have. The Card is not a credit card. You will not receive any interest on the funds on the Card. Card funds are FDIC insured on a pass-through basis to the extent permitted by law. You agree to sign the back of the Card immediately upon receipt. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

3. Information Needed to Obtain Your Card

The USA PATRIOT ACT is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. You (or the Company) have provided us with sufficient documentation for identification verification purposes under applicable laws and regulations. To continue ongoing compliance and validation, we may request additional identity verification documentation from you from time to time for our regulatory compliance purposes. For example, we may ask to see your driver’s license, government-issued photo ID or other identifying documents on a going forward basis in connection with your Card.

4. Activating Your Card

You must activate your Card before it can be used. You may activate your Card by calling 866-875-5648 or login to E1card.com.

5. Card Loads by Company

The Company is responsible for transferring funds to us to load onto your Card. These funds will be transferred by the Company to us and loaded onto your Card by us as agreed to by the Company and us. We have no obligation to you in the event the Company delays in providing or fails to provide funds to fund your Card. The Company retains the right to deduct from the funds stored on the Card in order to correct a previous error or overpayment to you. You hereby authorize us to accept instructions from the Company to add or deduct funds from your Card, and in the case of a deduction, to return those funds to the Company. If you have a dispute with the Company about the amount that the Company loads onto or deducts from your Card, you agree to not involve us in that dispute and to resolve that dispute solely with the Company. You may not load additional funds to your Card.

6. Your Representations and Warranties

By 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) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

7. Personal Identification Number (“PIN”)

You will not receive a Personal Identification Number (“PIN”) with your Card Account. However, you will select a PIN when you activate your card online or by phone.

You will need your Personal Identification Number (“PIN”) for your Card to (i) to obtain cash from any Automated Teller Machine (“ATM”) (if your Card is enabled by us for ATM access) or (ii) at any Point-of-Sale (POS) device which requires entry of a PIN that bears the VISA, Interlink, Plus, Maestro or MoneyPass brand. All ATM transactions are treated as cash withdrawal transactions. You should not write or keep your PIN with your Card. 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 Transactions.” If you lose your PIN you may reset your PIN online at e1card.com or by calling 866-875-5648 and following the prompts.

8. Limitations on Transactions

For security reasons, we may limit the amount on your Card or the number transactions you can make using your Card. You can use your Card for ATM cash withdrawals of \$600.00 per transaction and up to \$2500.00 per day. The total amount of transactions you can make using POS terminals is \$5000.00 per day. You may not make more than \$5000.00 in transactions of any type using your Card on any day. Any load by the Company, transaction or deposit made on a non-business day is considered made on the next business day.

9. Using Your Card

When funds have been loaded to your Card Account, you may use your

Card to: access cash at ATMs displaying VISA, Interlink, Plus, Maestro or MoneyPass brand and to pay for goods and services anywhere debit cards are accepted as long as you do not exceed the value available on your Card. You are personally responsible for all transactions initiated and fees incurred by use of your Card. If you permit someone else to use your Card we will treat this as if you have authorized such use and you will be responsible for any transactions initiated and fees incurred subject to such use. If you do not have enough value loaded in your Card Account you can instruct the merchant to pay a part of the purchase amount using the Card and pay the remaining amount with cash or another card. These are called “split transactions”. Some merchants do not allow cardholders to do split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

MoneyPass network ATM’s are only available for use with upgraded Personalized Cards. To avoid an ATM surcharge, visit a MoneyPass ATM. Find a MoneyPass ATM near you at www.moneypass.com.

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.

If you use your Card number without presenting your Card (such as for a mail order, online or telephone purchase), the legal effect will be the same as if you used the Card itself. Your Card cannot be redeemed for cash, unless required pursuant to applicable law.

You may not use your Card for any illegal transactions, nor may you use your Card at casinos, online gambling sites, or for gambling activity.

You should keep track of the amount of value loaded on Cards issued to you. You may view the amount of value remaining on your Card by logging into your Card Account at E1card.com at any time or by calling us at the Customer Service number shown on your Card and listed below at any time to obtain the current value on your Card. To reach us to obtain balances associated with Card, Call toll-free 866-875-5648, 24 hours per day, 7 days per week, 365 days per year for the balance or if you have questions on Card usage, call toll-free 866-875-5648, 24 hours per day, 7 days per week, 365 days per year. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available

on your Card (creating a “shortage”) you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges. You agree to pay us promptly for the shortage and any applicable fees. We also reserve the right to cancel this Card should you create a shortage with your Card. You do not have the right to stop payment on any purchase transaction originated by use of your Card. If you authorize a transaction and then fail to make a purchase as planned, the authorization may result in a hold for that amount of funds for up to ten (10) days.

10. Card Expiration

Your Card will expire and no longer be valid for use as of the last day of the month of the “good thru” date that is stated on your Card. The funds on 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 for any remaining Card balance be mailed to you. A card replacement fee may apply. See the Fees and Charges section of this agreement. Upon Card cancellation, any remaining Card balance will be returned to you. If you have any questions regarding any remaining Card balance as of the expiration of the Card, call customer service at 866-875-5648 visit E1card.com or write to us at PO Box 1484, Easton, PA 18044. .

11. Fees and Charges

Instant Issue Non Personalized Card

Monthly Card Maintenance Fee	No Fee first thirty (30) days from Card Issuance Date. \$4.75 per month thereafter.
PIN POS Purchase Fee – Domestic	\$0.75 (per transaction)
Purchase With Cash Back Fee - Domestic	\$0.75 (per transaction)
ATM Cash Withdrawal Fee – Domestic	\$2.50 (per transaction)
ATM Balance Inquiry Fee – Domestic	\$1.00 (per transaction)
ATM Decline Fee – Domestic	\$1.00 (per transaction)
Teller Cash Fee – Domestic	1.5% (of the transaction amount)
Paper Statement Fee	\$2.00 (per monthly paper statement requested)
Replacement Card Fee	\$9.95 (per Card)
Lost /Stolen Card Replacement Fee	\$9.95 (per Card)
Express Delivery Fee	\$40.00 (per request)

If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

Personalized Card

You have the opportunity to receive a personalized Card. You will be mailed a personalized Card within seven to ten (7 – 10) business days after you have loaded funds to your Card via direct deposit (excluding any direct deposit made as a result of a federal or state tax refund or any bank product associated with a federal or state refund, whether they be a loan based on your refund or funds originating from a tax refund) or via a participating load network.

Monthly Card Maintenance Fee	\$2.95 per month
PIN POS Purchase Fee – Domestic	\$0.00 (per transaction)
Purchase With Cash Back Fee - Domestic	\$0.00 (per transaction)
ATM Cash Withdrawal Fee – Domestic	One (1) at NO COST per month; then \$1.95 (per transaction) thereafter
ATM Balance Inquiry Fee – Domestic	\$0.50 (per transaction)
ATM Decline Fee – Domestic	\$0.50 (per transaction)
Teller Cash Fee – Domestic	1.5% (of the transaction amount)
Paper Statement Fee	\$2.00 (per monthly paper statement requested)
Replacement Card Fee	\$9.95 (per Card)
Lost /Stolen Card Replacement Fee	\$9.95 (per Card)
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If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

We reserve the right to revise the fee schedule listed above and will provide notice of changes to the extent required by applicable law. Please

see E1card.com or write PO Box 1484, Easton, PA 18044. or call customer service at 866-875-5648.

12. Loading Value Onto Your Card Account and Keeping Track of Your balance

The maximum amount of the initial value load is \$20,000.00 if loading tax refund proceeds. The maximum amount of the initial value load is \$10,000.00 if loading via direct deposit from the Company. The maximum amount of each value reload is \$5000.00 if loading via INGO. The maximum number of times you may load your Card per day is three (3). You may load your Card via direct deposit or INGO Money. To learn more about how to load your Card, you may call customer service at 866-875-5648 or online at www.mye1card.com.

In the case of direct deposit, (Company, i.e: your employer, payroll provider or benefits provider) is responsible for transferring funds to us to load onto your Card. These funds will be transferred by the employer or provider to us and loaded onto your Card by us as agreed to by the employer or provider and us. We have no obligation to you in the event the employer or provider delays in providing or fails to provide funds to fund your Card. The employer or provider retains the right to deduct from the funds stored on the Card in order to correct a previous error or overpayment to you. You hereby authorize us to accept instructions from the employer or provider to add or deduct funds from your Card, and in the case of a deduction, to return those funds to the employer or provider. If you have a dispute with the employer or provider about the amount that the employer or provider loads onto or deducts from your Card, you agree to not involve us in that dispute and to resolve that dispute solely with the employer or provider.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a cash withdrawal.

13. 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. The amounts credited to your Card for refunds may not be available for up to five (5) business days from the date the refund transaction occurs.

14. Foreign Transaction Fee

This Card is for domestic use only. If you use the Card outside the US, you may be personally responsible for all transactions initiated and fees incurred by use of your Card. If you initiate a transaction on a currency other than US Dollars or in a country other than the United States, or make a purchase from a merchant using a bank that uses currency other than US Dollars, this will be considered a foreign transaction. Transactions in a currency other than US Dollars are converted to US Dollars using the currency conversion rate used by Visa, which is either a wholesale market rate or the government-mandated rate in effect one day prior to the processing date for the transaction. The current conversion rate used by Visa on the processing date may differ from the rate in effect on the transaction date or on the date that the transaction posts to your Card Account. This percentage amount is independent of any amount charged by us in accordance with the following sentence of this Agreement. If you make a foreign transaction, we may increase the currency conversion rate (described above) up to the rate specified in the Fee Schedule and we will retain this amount as compensation for our services. This charge is independent of the currency conversion rate established by Visa. For more information on these fees please check the Fee Schedule

15. Receipts

You can get a receipt at the time you make a transaction using your Card. You agree to retain your receipts to verify your transactions.

16. Periodic Statements

Statements in electronic format will be made available at no charge by accessing your Card Account at e1card.com. You may obtain information about the amount of money you have remaining in your Card Account by calling 866-875-5648 or by writing to us at PO Box 1484, Easton, PA 18044. If you request a paper statement, fees may apply.

17. Confidentiality

We will disclose information to third parties about your Card Account or the transfers you make:

- (1) Where it is necessary for completing transfers;
- (2) In order to verify the existence and condition of your Card Account for a third party, such as a credit bureau or merchant;
- (3) In order to comply with any government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission;
- (5) To our employees, auditors, affiliates, service providers or attorneys, as needed; or
- (6) As otherwise necessary to fulfill our obligations under this Agreement.

18. Our Liability for Failure to Complete Transactions

If we do not complete a transfer to or from your Card Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us. However, there are some exceptions. In no event will we be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. Additionally, we will not be liable for failing to complete a transaction, for instance:

- (1) If, through no fault of ours, your Card funds are insufficient for the transaction or are unavailable for withdrawal;
- (2) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- (3) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the transfer, despite reasonable precautions that we have taken;
- (4) If a merchant refuses to honor the Card;
- (5) If you are not properly enrolled into the Card program;
- (6) If we do not complete the transaction because the Card or PIN has been reported as lost or stolen, has been suspended by us, or we have reason to believe the transaction is not authorized by you;
- (7) If any ATM where you are making a cash withdrawal does not have enough cash;
- (8) If there is a hold on your funds or your funds in your Card Account are subject to legal process or other encumbrance restricting their use; or
- (9) As otherwise provided in this Agreement.

19. Your Liability for Unauthorized Transactions

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Card. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Card Account. If you tell us within 2 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 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove 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.

Also, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within 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 not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card or PIN has been lost or stolen, call: 866-875-5648 or write to us at PO Box 1484, Easton, PA 18044. . You should also call the number or write to the address listed above if you believe an unauthorized transfer has been made using the information from your Card without your permission.

20. Other 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 Georgia except to the extent governed by federal law.

21. Amendment and Cancellation

We may amend or change the terms of this Agreement at any time without prior notice to you except as required by applicable law. If required by applicable law, you will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such a change without prior notice.

We may cancel or suspend your Card or this Agreement at any time without prior notice to you except as required by applicable law. You may cancel this Agreement by calling us at [866-875-5648] and returning the Card to us at our request. Cancellation or termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. If your Card Account is cancelled or closed, upon your request we can send you a check for any remaining funds after deducting any fees, charges, and outstanding transactions, as disclosed in this Agreement.

22. Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transfers, telephone us at 866-875-5648 or write us at PO Box 1484, Easton, PA 18044 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You may also choose to email us by visiting the 'Contact Us' page at e1card.com to notify us of an error, however please include contact information only. Do not include confidential Card information by email. We must hear from you no later than 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 problem or error appeared. You will need to tell us:

(1) Your name and Card Account number (if any).

(2) Why you believe there is an error, and the dollar amount involved.

(3) Approximately when the error took place.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Card Account within 10 business days for the amount you think is in error, so that you will have the use of 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 card accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new card accounts, we may take up to 20 business days to credit your card account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documentation that we used in our investigation. If you need more information about our error resolution procedures, call 866-875-5648 or visit the following website E1card.com.

23. Privacy and Data Protection and Recording

FACTS	WHAT DOES FIRST CENTURY BANK N.A. DO WITH YOUR PERSONAL INFORMATION?	
WHY?	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.	
WHAT?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ✓ Social Security number and income. ✓ Account balances and payment history. ✓ Credit history and credit scores. When you are no longer our customer, we continue to share your information as described in this notice.	
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers personal information. The reasons First Century Bank N.A. chooses to share; and whether you can limit this sharing.	
Reasons we can share your	Does First Centur	Can you limit this sharing?

personal information	y Bank N.A. Share?	
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus	Yes	No
For our marketing purposes to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	No	We do not share
For our affiliates everyday business purposes - information about your transactions and experiences	No	We do not share
For our affiliates everyday business purposes - information about your creditworthiness	No	We do not share
For our affiliates to market to you	No	We do not share
For nonaffiliates to market to you	No	We do not share
Questions? Phone: 706-335-8200; Email: info@myfirstcentury.com; Web: www.myfirstcentury.com		
WHO WE ARE		
Who is providing this notice?	First Century Bank N.A. 807 Dorsey St Gainesville GA 30501	
WHAT WE DO		
How does First Century Bank N.A. protect my personal	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. We also maintain other physical, electronic and procedural safeguards to protect	

information?	this information and we limit access to those employees for whom access is appropriate.
How does First Century Bank N.A. collect my personal information?	We collect your personal information, for example, when you. <ul style="list-style-type: none"> ✓ Open an account or deposit money ✓ Pay your bills or ✓ Apply for a loan ✓ Use your credit or debit card 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 <ul style="list-style-type: none"> ✓ 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 additions on all rights to limit sharing.
DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. <i>First Century Bank N.A. does not share with our affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <i>First Century Bank N.A. does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products to you. <i>First Century Bank N.A. does not jointly market.</i>

24. Telephone Monitoring/Recording

You agree that we may monitor and/or record telephone calls and electronic communications between you and us at any time, without further notice to you or any party to the communication.

25. No Warranty Regarding Goods and Services

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

26. Arbitration Provision

Agreement to Arbitrate Disputes

(a) Purpose: This Section 26 sets forth the circumstances and procedures under which Claims (as defined below) that arise between you and us will be resolved through BINDING ARBITRATION instead of litigated in court. THIS

MEANS THAT NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES (AS DEFINED BELOW). OTHER RIGHTS THAT YOU WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE OR MAY BE LIMITED IN ARBITRATION, INCLUDING YOUR RIGHT TO APPEAL AND YOUR ABILITY TO PARTICIPATE IN A CLASS ACTION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that Claim is pending only in that court. (b) Scope: We each agree that all claims arising out of or related to this Agreement ("Claims") will be submitted exclusively to binding arbitration as set forth in this Section. This agreement to arbitrate applies to all Claims that could have been filed in court regarding the Claims, whether you or we are the first to file a Claim with the arbitral tribunal and whether the Claims are against you or us, or ours or your employees, agents, contractors or suppliers. This agreement to arbitrate covers all Claims under this Agreement, regardless of whether such Claim is based in contract, tort, statute, regulation, common law or equity, including, but not limited to, Claims arising out of or related to: (1) the validity, enforceability or scope of this Arbitration Provision or this Agreement; (2) the interpretation, execution, administration, amendment or modification of the Agreement; (3) any alleged breach of this Agreement or tort, (4) the Card, any transaction, Card benefits, features or services (whether provided by us or another service provider), any advertisement or solicitation, or your business, interaction or relationship with us; (5) any charge or cost incurred pursuant to the Agreement or the collection of any amounts due under the Agreement; and (6) any statements or representations made by us to you with respect to the Agreement, the Card, any transaction, Card benefits, features or services (whether provided by us or another service provider) or any advertisement or solicitation, or your business, interaction or relationship with us. (c) Opt Out Process: You may choose to opt out of the Arbitration Provision, but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the issuance of your Card at the following address: EPS Financial, LLC PO Box 1484, Easton, PA 18044. Your written notice must include your name, address, account number and a statement that you wish to opt out of this Arbitration Provision. (d) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Section 26 and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed ("Rules"), except to the extent that the Rules conflict with this Agreement. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to initiate arbitration. If a selection by us of one of these

organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614, website at www.jamsadr.com; or (ii) AAA at 335 Madison Avenue, New York, NY 10017, website at www.adr.org. (e) Class Action Waiver and Other Restrictions: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any Dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement (including the "Survival; Severability" provision below), and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Section 26 (other than this sentence) shall not apply. (f) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. Waivers may also be available from the JAMS or AAA. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification. (g) Arbitration Procedures: This Section 26 is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"), and the applicable Rules, except that (to the extent enforceable under the FAA) this Section 26 shall control if it is inconsistent with the applicable Rules. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written

explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Rules. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Rules and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(h) Survival; Severability: This Section 26 shall survive termination of this Agreement, your Card or the relationship between you and us concerning your Card, any permitted transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity as well as voluntary payment of any debt in full by you, any legal proceeding by or between you and us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Section 26, except the "Class Action Waiver and Other Restrictions" provision above, is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Section 26, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

27. Unclaimed Property

If we have no record of Card activity for one or more years, applicable law may require us to report and pay any unclaimed funds associated with the Card as unclaimed property. If this occurs, we may try to locate the owner of the Card at the mailing address shown in our records. If we are unable to locate you, however, we may be required to deliver the unclaimed funds to the state of your residence.

28. Issuing and Trademark Information

The E1 Visa Prepaid Card is issued by First Century Bank N.A. pursuant to license from VISA[®] Inc. VISA is a registered trademark of VISA Inc. First Century Bank N.A., Member FDIC.