



## PREPAID CARD CARDHOLDER AGREEMENT - IMPORTANT - PLEASE READ CAREFULLY

This Prepaid Card Cardholder Agreement (this “Agreement”) contains all of the terms and conditions under which your Card (as defined below) has been issued by Banco do Brasil Americas pursuant to license by MasterCard® International Incorporated.

IN CONSIDERATION FOR THE ISSUANCE OF THE CARD AND YOUR CONTINUED USE OF THE CARD, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS

OF THIS AGREEMENT. Please read this Agreement carefully and keep a copy for future reference.

**1) Definitions.** In this Agreement, the following capitalized terms shall have the meaning ascribed to them below:

**ACH** – means the automated clearing house system.

**ATM** – means an automated teller machine.

**Business Day** – means Monday through Friday, excluding federal holidays and days on which we may be closed due to emergency conditions.

**Card** – means the Banco do Brasil Americas general purpose reloadable card, including any non-personalized temporary prepaid card that is provided to you prior to the issuance of a personalized general purpose reloadable card, issued by us to you in connection with this Agreement, and/or any other general purpose reloadable stored value card issued by us under any other name or brand and assigned to you in connection with this Agreement. The term Card includes the Card number, as the context may require, and includes multiple, replacement, or substitute Cards, as the case may be, issued in connection with this Agreement.

**PIN** – means a personal identification number.

**POS** – means a point of sale.

**BB Americas ATM** – means any ATM operated by us.

**Shared Network ATM Terminal** – means any ATM terminal operated either directly or indirectly by participants in a network in which we are a participant.

**Shared Network POS Terminal** – means any POS terminal operated either directly or indirectly by participants in a network in which we are a participant.

**Terminal** – means, as applicable, any BB Americas ATM, any Shared Network ATM Terminal, and/or any Shared Network POS Terminal.

**You, your, and yours** – means the person to whom the Card is issued and any other person that you authorize to use the Card.

**We, us, and our** – means Banco do Brasil Americas, its affiliates, successors and assigns, or as applicable and as the context may require, any agent, independent contractor, designee, or assignees that we may, in our sole discretion, involve in the processing of Card transactions, and with respect to any ARBITRATION AND JURY TRIAL WAIVER provisions in this Agreement such terms also mean and refer to the parent companies, subsidiaries, affiliates, employees, officers, directors, agents and representatives of Banco do Brasil Americas, as they may exist from time to time.

Other definitions may appear elsewhere within this Agreement.

**2) The Card.** You acknowledge and agree that the Card is a general purpose multicurrency reloadable prepaid stored value card. The Card is neither a gift card (nor intended to be used for gifting purposes), a credit card, nor a deposit account debit card. The monetary value accessible through use of the Card is limited to the funds that you have previously loaded to the Card or that have been loaded to the Card on your behalf. The Card is not and does not access an individual bank “account” for purposes of certain laws and regulations (including, but not limited to, Regulation E and Regulation DD of the Board of Governors of the Federal Reserve System). However, we may use the term “account” and related terms for convenience from time to time when communicating with you about the Card and transactions and inquiries made with the Card. You may access the funds loaded to the Card and perform Card transactions only as described in this Agreement. You cannot link the Card to any deposit or credit account that you may have with us or with any other financial institution, except as provided in this Agreement. You may not obtain or write checks or drafts to access Card funds. You will not receive any interest on funds loaded to the Card. In our sole discretion we may refuse to issue a Card to anyone for any reason. Your Card cannot be redeemed for cash. . The maximum number of active Cards that can be issued to any customer is two (2) Cards. We may provide you with a non-personalized temporary Card for immediate use pending the delivery to you of a personalized Card bearing your name. The transactions and uses described in this Agreement are generally available for the temporary Card. However, because your name will not appear on the front of the temporary Card, merchants who require identity verification may be unwilling to accept a temporary Card. Notwithstanding any expiration date that may appear on the temporary card, the temporary Card will no longer be valid for use upon the earlier of (i) 90 days after the issuance of the temporary Card or (ii) your activation of the personalized Card that is delivered to you. Upon activation of your personalized Card, any funds remaining on the temporary Card will be available on your personalized Card (iii) by activating your

personalized card you are accepting the Terms and Conditions of this product.

Your Card may be loaded with funds in such currency or currencies as we may permit from time to time (each a “Card Currency”). If you use your Card in respect of a transaction in a Card Currency, the funds maintained on your Card in such Card Currency will be utilized for such transaction. If insufficient funds in such Card Currency exist on your Card, funds in other Card Currencies will be converted to the applicable transaction Card Currency in accordance with procedures outlined in Section 14 below, except that references to “Default Currency” will be references to the applicable transaction Card Currency. Transactions for which a currency is not referenced will be processed as a transaction in the default currency established for your Card (the “Default Card Currency”).

**3) Authorized Users.** You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to use or have access to your Card or PIN, any transactions initiated and fees incurred by such person will be deemed authorized for purposes of this Agreement and you will be liable for all transactions and fees incurred by them. You are solely responsible for that person’s use of the Card in accordance with this Agreement. At this time, additional Cards cannot be issued to other persons in connection with your Card account.

**4) Your Personal Identification Number; Signature on the Card.** You agree to sign the back of the Card immediately upon receipt to help protect your Card from unauthorized use. However, your responsibility for transactions with the Card, as described in this Agreement, does not depend on whether or not you sign your Card. If a PIN is established by you or us for use with the Card, you agree (i) not to provide the PIN or the Card to any person not authorized to use the PIN and the Card; (ii) not to write your PIN on the Card or anything else likely to fall into the wrong hands, and not to do anything else that would cause or increase the risk of unauthorized or fraudulent use of the Card; and (iii) to keep the Card and the PIN in a safe place and to otherwise protect the Card and PIN from fraudulent or unauthorized use.

If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the paragraph labeled “Lost or Stolen Cards; Your Liability for Unauthorized Transactions; Advisability of Prompt Reporting”.

**5) Transactions with Your Card; Limitations.** Subject to the terms and conditions of this Agreement, you may use the Card as follows:

- You may use the Card at BB Americas ATMs and at Shared Network ATM Terminals to make cash withdrawals and to make

balance inquiries.

- If a merchant maintains a Shared Network ATM/POS Terminal and accepts the Card, you also may use the Card to pay that merchant for the goods or services purchased (including transactions conducted through the internet).
- You may use the Card to purchase goods or pay for services at merchants that accept MasterCard cards and/or accept the Card (including transactions conducted over the internet) and to obtain cash withdrawals at any financial institution that displays MasterCard brand and/or accepts the Card.
- You may use your Card for re-load transactions as described in this Agreement.
- If and to the extent we provide online or mobile device transaction and inquiry services for your Card, you may enroll for such services and use them in accordance with our terms and conditions for such services. You may be required to accept separate terms and conditions for such services.

These transactions and services are described in more detail in other parts of this Agreement, or in separate terms and conditions you may accept, as applicable. Some transactions and services described in this Agreement may not be available at all Terminals or on all electronic funds transfer networks, and some parties may not accept the Card for all transactions and services. For security reasons, we may from time to time impose limits or restrictions on the number and dollar amount or types of transfers or transactions that you can make using your Card and/or PIN. For your reference, the current limits, which may change from time to time, in our sole discretion, are set forth below:

#### CARD LIMITS

Transaction	Limit
Card Balance Maximum	\$10,000
Signature or PIN based purchase	\$3,000 per day
Cash Withdrawals at Financial Institutions	\$1,000 per day
Cash Withdrawals (ATM)	\$500 per day*
Load/ Fund Minimum	\$20
Load/Fund maximum	\$10,000
Cash Load Maximum at BB Americas Branches	\$1,000 per day
Purse to Purse maximum transfer	\$2,000

\*Cash Withdrawal (ATM) limit for the following currencies are:

€500 (500 Euros per day)

£ 500 (500 Pound Sterling per day)

\*No ATM Withdrawal services available in Jamaica and The Dominican Republic.

Also, there may be additional limitations described elsewhere in this Agreement, and your ability to initiate transactions may be limited by the terms of other agreements you have with us or as described in other disclosures we have made to you, or by applicable law. You agree to abide by and be bound by all applicable limitations, and you acknowledge that we may change applicable limitations at any time in our sole discretion.

**6) Loading Value on the Card.** You may load funds to the Card as follows:

- You may transfer available funds to the Card from a deposit account you have at a USA bank.
- You may load cash to the Card at any Banco do Brasil Americas branch.

We reserve the right to accept, reject, or limit any attempted load of funds onto the Card in our sole and absolute discretion.

**7) Availability of Loads.** Our policy is to make funds loaded to your Card available to you not later than the next Business Day following the day of the load. Availability or use of funds loaded to the Card may be delayed or denied in the event of technology malfunctions, or pursuant to our compliance with or discharge of legal or regulatory responsibilities, or as otherwise provided in this Agreement.

**8) FDIC Insurance.** Funds loaded to your Card, along with funds credited to other general purpose reloadable prepaid stored value cards we have issued, are tracked in an omnibus account maintained by us. We also track your Card transactions and balances in a sub-account for your Card. The omnibus account and the sub-account are maintained for our administrative and recordkeeping purposes. You have no legal ownership or account-holder interest in either the omnibus account or the sub-account; however, you are the owner of the funds loaded to your Card. Funds loaded to your Card should be insured by the Federal Deposit Insurance Corporation (“FDIC”), subject to the rules and regulations of the FDIC. For more information about FDIC insurance, visit [www.fdic.gov](http://www.fdic.gov). Funds you load to your Card will not be eligible for FDIC insurance until such funds are received by us.

**9) Authorization and Payment of Transactions.** Except as

otherwise provided in this Agreement, you are responsible for all transactions made with the Card. You promise to use the Card to make only the types of transactions we have approved. You agree that we may process any Card transactions properly authorized through the use of the PIN, or through your signature or the signature of an authorized person using the Card, as the case may be, or otherwise authorized by you or any person using the Card with your consent or authorization. All persons using the Card are bound by and subject to the terms and conditions of this Agreement. You agree that the methods and procedures for the authorization and authentication of Card transactions described in and contemplated by this Agreement constitute commercially reasonable security procedures for electronic funds transactions under applicable law. You authorize us to use the funds stored on your Card to pay the total amount of any transactions originated by use of the Card and any applicable fees.

**10) Authorization Holds.** We and/or some merchants may request preauthorization for a Card transaction in the purchase amount plus an estimated additional amount to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Such a preauthorization request may result in a “hold” on your available Card funds in the amount the merchant submits for preauthorization (“Authorization Hold”). Once the final amount of the transaction is determined and has been processed and settled, your Card will be debited for such amount and the Authorization Hold will be removed. During the period of any Authorization Hold, the Card funds that are subject to the Authorization Hold will generally not be available for other Card transactions. We will have no liability to you in the event we decline any Card transaction because an Authorization Hold is in place. We reserve the right to release, in our discretion, any Authorization Hold in order to make funds available for other Card transactions, and if we do so we will have no liability to you if we subsequently reject the transaction corresponding to the Authorization Hold due to insufficient Card Funds. We will have no liability to you in the event any merchant delays or fails to complete the final processing of any Card transaction that corresponds to an Authorization Hold, and/or in the event any merchant requests an Authorization Hold in error. In general, we will not be responsible for any transactions generated in error by merchants, processing agencies, or any other third parties not under our control, except as may be required under applicable law. During the period of any Authorization Hold the Card balance reported to you might not reflect that the Authorization Hold is or was in place because available balances are sometimes based on actual debits or credits to your Card rather than on Authorization Holds. You are responsible for knowing

when you have initiated a Card transaction that might result in an Authorization Hold and for managing other Card transactions accordingly during the period of an Authorization Hold. Merchants that typically apply Authorization Holds are listed below. Please note that this list is in no way exhaustive and you are subject to any Authorization Holds applied in connection with the use of the Card, whether or not they are listed below.

Merchant	Authorization Holds
Fuel Pumps	Hold amount may apply until finalized purchase is posted to the Card
Restaurants, Hotels, travel and Entertainment	Hold amount may apply until finalized purchase is posted to the Card

**11) Shortages.** You must have a sufficient balance of funds on the Card at the time of a transaction in order to perform the transaction. If you attempt a Card transaction for an amount that is greater than the available balance on your Card, we have no obligation to approve that transaction, even if we previously have approved other insufficient funds transactions. In the event that we, in our sole discretion, settle or pay a transaction with your Card when there are insufficient funds stored on the Card to pay for the transactions, this will result in a negative funds balance on your Card. You agree to immediately pay us the amount of the negative funds balance without further demand by us, subject to the requirements of applicable law or regulation. We may deduct the amount of the negative balance from any funds loaded on to your Card, subject to the requirements of applicable law or regulation.

**12) Balance and Transaction History.** It is your responsibility to keep a record of the loads, withdrawals, fees, and other transactions on your Card so that you always will know the current balance of funds on your Card by calling us at the customer service telephone number provided in this Agreement, online at [www.bbamericas.com](http://www.bbamericas.com) if and to the extent we provide online services in connection with the Card, or using our mobile device services, if and to the extent we provide mobile device services in connection with the Card. When you conduct a transaction at a Terminal, you generally will be provided with a receipt for the transaction.

We will not mail you a periodic statement regarding your Card transactions, except as required by applicable law. However, you may obtain a history of your Card transactions which shows at least the last 60 days of activity

(i) by visiting [www.bbamericas.com](http://www.bbamericas.com), where you may view, print, or electronically save to your computer or device your transactions history,

if and to the extent we provide online services in connection with the Card, or (ii) by calling us at the customer service telephone number provided in this Agreement and requesting us to mail you a copy of your transaction history. Because of operational constraints related to the processing or posting transactions on your Card, balance information and transactions histories you obtain may not reflect transactions that are still in process at the time the information is provided. You may be required to accept separate terms and conditions in order to use online and/or mobile device services we may make available in connection with the Card. If you request to speak in person to one of our call center agents, or if you request us to mail a written transaction history to you, you may be charged a fee as disclosed in this Agreement.

**13) Transactions with Merchants.** You may not stop payment on any Card purchase transaction, except as otherwise provided in this Agreement. We are not responsible for the quality of goods, property, or services you purchase with the Card. Any claims concerning goods, property, or services purchased with the Card must be resolved by you directly with the merchant or seller who accepted the Card, and any claim or defense that you assert against such merchant or seller will not relieve you of your responsibility to us for the total amount of the Card transaction. If you are entitled to a refund for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. No cash refunds will be made by us to you on Card purchases. If you have authorized a merchant to bill charges to your Card on a recurring basis, it is your responsibility to notify the merchant in the event your Card is replaced, your Card number or expiration date changes, or your Card is cancelled or terminated. However, if we issue a replacement Card to you, you authorize us, without obligation on our part, to provide information related to the replacement Card to the merchant in order to permit the merchant to bill recurring charges to the replacement Card, and you authorize us to apply such recurring charges to the replacement Card until you notify us and the merchant that you have revoked authorization for charges to the Card.

**14) Foreign Currency Transactions.** If you use your Card for transactions made in currencies other than a Card Currency, the transactions will be converted to the Default Card Currency under the regulations established by MasterCard International Incorporated ("MasterCard") in effect. Conversion to The Default Card Currency may occur on a date other than the date of the transaction. The exchange rate between the transaction currency and the Default Card Currency is either (1) a rate selected by MasterCard from the range of rates available

in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or (2) the government- mandated rate in effect for the applicable central processing date. We will impose a Cross- Border Fee of 1.0 percent of the transaction amount for all purchases, credit vouchers and cash disbursements, both original and reversal transactions, made in a country other than the United States, Puerto Rico or the U.S. Virgin Islands. The Cross-Border Fee will appear on your Card transaction history. Additional fees for transactions outside the United States may be disclosed in the Card Fee Schedule set forth in this Agreement.

**15) Illegal, Gambling and High-Risk Transactions.** You agree that you will not use the Card for any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You agree that it is your responsibility to determine the legality of each transaction in all applicable jurisdictions before entering into such transaction. Display of the MasterCard logo or any other logo by any person accepting the Card does not indicate that the transaction is legal in all applicable jurisdictions. You acknowledge and agree that we have no obligation to monitor, review or evaluate your Card transactions for legality and that we presume that all of your Card transactions are legal in all applicable jurisdictions. You also agree that you will not use your Card in connection with any Internet or on- line gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right to decline any transaction that we believe is an illegal transaction, an Internet or on-line gambling transaction or a high-risk transaction. To the fullest extent permitted by law, you further agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal.

**16) Terminals.** Although Terminals should be generally reliable, they may not always be operating properly and available for use at all times. You agree not to attempt a transaction when the circumstances indicate that the Terminal is closed, is not operating properly or is otherwise unable to effect the transaction you desire. Terminals may be closed from time to time. You agree that we will not be liable to you for any damages resulting from the unavailability or failure of Terminals to operate, except as required by applicable law. You agree that we are not responsible for providing security guards or, unless required under applicable law, other security measures at Terminals.

### **17) Lost or Stolen Cards; Your Liability for Unauthorized Transactions; Advisability of Prompt Reporting.**

If you believe that your Card or PIN has been lost or stolen, call us at the following customer service number USA 1 (866) 345-1892, International Collect +1-510-771-6406, International Toll Free (Excluding Brazil) +800-6677-8000. You should also call the number above if you believe a transfer has been made using the information from your Card or PIN without your permission.

An unauthorized transaction means a transaction using your Card that is initiated by another person without your authority to initiate the transaction and from which you receive no benefit. The term does not include any transaction that is initiated by a person who was furnished with the Card or your PIN by you, unless you have notified us that transactions by that person are no longer authorized and we had reasonable opportunity to act on that notification.

(a) Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning us at the following customer service number USA 1 (866) 345-1892, International Collect +1-510-771-6406, International Toll Free (Excluding Brazil) +800-6677-8000 is the best way of keeping your possible losses down. You could lose all your money on your Card. If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Card or PIN without permission.

(b) If you do NOT tell us within two (2) business day 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 \$500.00.

(c) Also, if your Card transaction history shows a transaction that you did not make, tell us at once. If you do not tell us within the earliest of (i) 60 days after the date you accessed your Card transaction history on which the transaction appeared, (ii) 60 days after the date we sent you the FIRST written transaction history on which the transaction appeared, or (iii) 120 days after the transaction was made with you Card, you may not get back any money you lost after the 60 days or 120 days, as applicable, if we can prove that we could have stopped someone from taking the money if you had told us in time. If we determine that extenuating circumstances kept you from telling us, we may extend the time periods.

(d) You agree to cooperate completely with us in our attempts to recover funds from unauthorized users and to assist in their prosecution. You agree to complete such affidavits and documents we deem necessary

to process any claim you make regarding your Card. You also agree that you will provide all reasonable cooperation to us in the civil or criminal prosecution of any party responsible for any unauthorized withdrawals from your Card or any party who has made an unauthorized endorsement on any item payable to you if such item was deposited or negotiated by us. Your failure to comply with procedures may result in a denial of your claim. Except to the extent prohibited by applicable law, we reserve the right to deny or limit your claim in the event your negligence contributes in any way to any fraudulent transaction.

(e) Notwithstanding subsections (a), (b), (c) and (d) above. If you Card is a MasterCard branded Card, we will extend to you the benefits provided by the applicable MasterCard Zero Liability Policy in effect at the time of any unauthorized or fraudulent use of your Card. The Zero Liability Policy covers unauthorized and fraudulent Card transactions that are processed over the MasterCard network, provided the following conditions are met:

(i) your Card account is in good standing; (ii) you have exercised reasonable care in safeguarding your Card from unauthorized use; and (iii) you have not report two or more unauthorized events in the past 12 months. You understand and agree that MasterCard may change the terms of its Zero Liability Policy from time to time without prior notice to you and such changes shall be applicable to you and the Card. The Zero Liability Policy does not apply to PIN transactions that are not processed over the MasterCard network or to ATM transactions. We may not extend the benefits of the Zero Liability Policy to you if we reasonably determine that the unauthorized or fraudulent transaction was caused by gross negligence or fraudulent conduct on your part. Gross negligence may include, but is not limited to, an unreasonable delay on your part, in our judgment, in the reporting of the transaction, or your failure to fulfill your obligations under this Agreement. In the event the Zero Liability Policy is not applicable, subsections (a), (b), (c), and (d), above, will apply.

**18) In Case of Errors or Questions about Your Card or Card Transactions.** Telephone us at the following customer service number USA 1 (866) 345-1892, International Collect +1-510-771-6406, International Toll Free (Excluding Brazil) +800- 6677-8000 as soon as you can, if you think an error has occurred regarding your Card or any Card transaction. You must report a suspected error no later than earliest of (i) 60 days after the date you electronically access your Card transaction history on which error appeared, (ii) 60 days after the date we sent you the FIRST written transaction history on which the error appeared, or (iii) 120 days after the alleged erroneous transaction was

made with your Card. You may request a written history of your transactions at any time by calling us at the customer service number provided in this Agreement or writing to us at the customer service address provided in this Agreement (applicable fees may apply).

You will need to tell us:

- Your name and Card number.
- Why you believe there is an error, and the dollar amount involved.
- 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 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. For errors involving new Cards, points-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cards, we may take up to 20 Business Days to 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 the customer service number provided in this Agreement.

**19) Our Liability for Failure to Make Transfers.** If we do not properly complete a transfer to or from your Card on time or in the correct amount according to this Agreement, we will be liable for your actual losses or damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, your Card does not contain enough money to make the transfer.
- If your funds are being held or frozen or are subject to legal process, court order, or other restriction prohibiting the transfer.
- If the Terminal where you are making the transfer does not have enough cash.
- If the Terminal (or system) was not working properly and you knew about the breakdown when you started the transaction.

- If circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures or natural disasters) prevent the transfer, despite reasonable precautions that we have taken.
- If you have exceeded the limitations on frequency of transfers or dollar amount of transfers.
- If your Card or PIN has been reported lost or stolen, or if we suspect that the Card or PIN is being used fraudulently or in breach of the terms of this Agreement, or if your Card has been damaged.
- If we do not receive the necessary transfer data from a third party, or if such data is incomplete or erroneous when received by us.
- If making the transfer would cause us to violate any law, rule or regulation to which we are subject.
- If your Card funds are presumed abandoned under applicable law, or if we consider your Card to be dormant or inactive under our policies and procedures.
- If a merchant, financial institution, or other party refuses to accept your Card.
- If we have a reason to believe that the requested transaction is unauthorized.
- If any failure on our part was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special or consequential damages).

There may be other exceptions to liability stated in this Agreement or otherwise provided by applicable law.

**20) Disclosure of Information to Third Parties.** We will disclose information to third parties about your Card or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your Card or funds for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or courts orders, or other legal reporting requirements, or
- If you give us your written permission, or
- To our employees, auditors, affiliates, service providers, or attorneys, as needed, or
- Otherwise in accordance with our privacy notice, which was provided to you when you applied for or received the Card. You

may obtain a copy of our privacy notice at any time by visiting any of our offices or by visiting our website at [www.bbamericas.com](http://www.bbamericas.com).

**21) MasterCard® Emergency Cash and Emergency Card Replacement services.** We may provide personal data about you to MasterCard, its members, or their respective contractors for the purpose of providing MasterCard® Emergency Cash and Emergency Card Replacement Services requested by you. You consent to the disclosure of such data to such parties.

**22) Preauthorized Payments.** If you have arranged in advance to make regular payments from your Card, you can stop any of these payments. Here's how: Call us at the customer service number provided in this Agreement or write us at the customer service address provided in this Agreement in time for us to receive your request three

(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 fourteen (14) days after you call. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we may be liable for your actual losses or damages. If regular payments from your Card may vary in amount, the person you are going to pay may tell you, ten days before each payment, when it will be made and how much it will be. The person may give you the option to get this notice only when the payment will differ by more than certain amount from the previous payment or when the amount would fall outside certain limits you set.

**23) Fees and Charges for Use of the Card.** You agree to pay all applicable fees and charges disclosed in the Card Fee Schedule in this Agreement or otherwise disclosed in this Agreement, and you authorize us to deduct these fees and charges from the funds stored on your Card without any further notice or demand, even if your Card is inactive, abandoned, or unclaimed. If we issue a Card to you prior to an initial load of funds to the Card and without collecting any purchase or issuance fee that may be due upon the issuance of the Card, you agree that we may deduct such purchase or issuance fee, as well as other applicable fees that may be due under this Agreement, from any funds that are loaded to the Card following the issuance of the Card. We shall not be liable for dishonoring transactions on your Card because of insufficient funds resulting from deduction of these fees and other charges. We reserve the right to change fees and charges from time to time. Please contact us at the customer service telephone number provided in this Agreement for current information about applicable fees. If you use a Terminal that is not owned by us, you may be charged a separate fee by the owner or operator of the Terminal (or any network

used), and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. You may also be charged fees by other third parties, such as merchants or other banks and financial institutions, when you use the Card for a transaction with them. We do not control or set fees charged by such other parties and such fees are in addition to any fees that we may charge in connection with a transaction.

**24) Card Expiration; Renewal.** Subject to applicable law, you may use the Card only through its expiration date. If you attempt to use the Card after the expiration date, the transactions may not be processed. If there is a balance remaining on the Card upon expiration and your Card is in good standing, we will transfer the balance to a new Card and send it to you, subject to the other terms and provisions of this Agreement.

**25) Closing a Card; Termination of Agreement.** As used in this Agreement, the term "close" when used with reference to the Card, means any action by us to deactivate, cancel, repossess, revoke, or terminate or suspend your right to use the Card, and/or action by you to cancel and terminate your use of the Card.

The Card remains our property and must be surrendered to us upon demand. We may, without any liability to you, close, deactivate, cancel, repossess, revoke, or terminate or suspend your right to use the Card at any time, for any reason or no reason, without prior notice, subject to applicable law. You may close your Card at any time by notifying us at the customer service telephone number provided in this Agreement.

Once the Card is closed, you may no longer use the Card and this Agreement shall terminate, provided, however, that no closing of the Card or termination of this Agreement will affect any rights or your obligations and responsibilities arising prior to such closing, or obligations, responsibilities or provisions of this Agreement (including without limitation, the Arbitration and Jury Waiver paragraph of this Agreement) which by their nature or by express provision are intended to survive such closing and termination.

You must notify all third parties who may make preauthorized or recurring credits or debits to your Card that the Card has been closed and make other arrangements for such transactions that do not involve the use of the Card. We may, in our sole discretion, honor or reject transactions to your Card after the Card has been closed. And we will have no liability to you for such actions. Acceptance of any transactions after the Card has been closed does not obligate us to reactive the Card. Once your Card has been closed, whether by you or by us, we will arrange to transfer any remaining Card funds to you after deducting the



amount of any outstanding fees, charges, or transactions. We may, at our option, remit the Card balance to you by sending a check for the balance to any mailing address we have for you in our records. If any attempt to load funds to your Card is made after the Card has been closed, you agree that we may accept and apply those funds to any debts or obligations you owe to us, including any applicable fees and charges under this Agreement.

**26) Disclaimers; Indemnification.** NOTWITHSTANDING ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), INCIDENTAL DAMAGES, EXTRAORDINARY, OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN SPECIFICALLY ADVISED OF THE DAMAGES. USE OF THE CARD AND RELATED SERVICES IS AT YOUR SOLE RISK. THE CARD AND ALL RELATED SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In providing the Card and related services to you, we assume no responsibility beyond the exercise of ordinary care, and we disclaim any duty or responsibility other than those expressly set forth in this Agreement. You agree that we will not be liable for any loss or damage due to delays or failure to perform resulting from circumstances beyond our reasonable control (such as telecommunication or electrical outages and malfunctions, postal strikes, or delays, computer system failures or natural disasters). The time, if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption. If we take any action with respect to your Card in accordance with your instructions or orders, or in accordance with this Agreement, or if you breach any term or provisions of this Agreement or law, and we incur any loss, liability, damage, cost or expense (including reasonable attorney's fees) as a result of any claim, demand, action, suit or proceeding brought or made by any party, you agree to indemnify and hold us harmless from and against such loss, liability, damage, cost or expense and to reimburse us for the amount thereof.

**27) Right of Set-Off.** You agree that we shall have the right to set off against any and all funds on your Card and to apply any and all Card funds to satisfy any and/or all indebtedness that you owe us (excluding debt created by a consumer credit transaction under a credit card plan) without any further notice to or demand on you (unless otherwise required by applicable law) and whether the indebtedness to us is now

existing or hereafter arising. In addition to our right of setoff, you hereby grant to us a security interest in the Card funds to cover any debt you owe us, of whatever type, whether you are borrower, guarantor or otherwise. You further agree that we shall have the right to set off against any and all funds in other accounts you have with us and to apply any and all such funds to satisfy any and/or all indebtedness, liabilities, or obligations you owe to us under this Agreement, without any further notice to or demand on you (unless otherwise required by applicable law).

**28) Inactive or Abandoned Cards.** For security or other business reasons, we may consider your Card inactive or dormant after a certain period of time set from time to time by us (usually not less than 45 days) during which you have not used your Card for any transactions or during which you have maintained a zero or negative balance on your Card. Once a Card has been placed on inactive or dormant status, certain Card transactions may be declined, you may not be able to access Card transaction history and information as provided in this Agreement, and/or you may need to contact us at the customer service number provided in this Agreement in order to reactivate the Card. Your Card and/or the funds stored on your Card also may be presumed abandoned after a period of time specified by applicable law. Card funds that are presumed to be abandoned will be escheated to the appropriate state in accordance with the applicable law.

**29) Communications.** You agree that we may (without any obligation) record, retain, and/or monitor any communications (including, without limitation, telephone conversations) between you and us without further notice to any person. All such communications recorded, retained, or monitored by us shall be and remain our property.

**30) Changes to Agreement.** We have the right to change the terms of this Agreement (including the separate sections hereof) and/or the fees, charges, features, operational elements, and other terms and conditions applicable to the use of the Card or transactions made with the Card, at any time and from time to time in our sole discretion. We may notify you of changes by mailing a copy of the changes to your address that appears in our records, by posting notice of the changes in our manned offices that are generally open to the public for banking business, by including notice of changes with or on your transaction history, by posting notices of changes on our web site at

[www.bbamericas.com](http://www.bbamericas.com) or any subsequent official web site, or by providing you with notice pursuant to any other method to which you have agreed in connection with your Card. Subject to any notice requirements provided by applicable law, any changes to this Agreement will be effective on the date we mail or otherwise provide them to you, the date of posting to our website or offices or on the day we otherwise specify in such notice. You agree that a summary of any change in terms is sufficient notice. If you do not agree to any change or amendment relating to terms and conditions of this Agreement, you must discontinue your use of the Card and return the Card to us for cancellation. By using your Card after any such change or amendment, you agree to that change or amendment. Subject to any notice requirements provided by applicable law, you agree that we may from time to time in our discretion add to, modify, and/or delete administrative and operational features and elements applicable to the use of the Card and/or make any changes that are in your favor without notice to you. This Agreement may not be altered, modified or amended by you in any way without our express written agreement signed by our authorized officer.

Any attempt by you to alter, modify or amend this Agreement without our express written agreement signed by our authorized officer shall be void and shall have no legal effect. You acknowledge and agree that no practice or course of dealing between you and us, nor any oral representations or communications by you and/or any of our agents, employees or representatives, which vary the terms and conditions of this Agreement shall constitute a modification or amendment of the terms and conditions of this Agreement.

**31) Rules and Regulations; Other Agreements.** You agree to be bound by operating rules and regulations imposed by any networks or clearinghouses in which we participate and/or which process transactions made with the Card. Such rules and regulations constitute a part of this Agreement. This Agreement constitutes the current, sole and entire agreement between you and us with respect to the Card and the use thereof, and any and all prior agreements with respect to the Card are superseded by this Agreement.

**32) Assignment.** You may not assign or transfer your Card or this Agreement, or any of your rights therein or thereunder, without our prior written consent, which may be granted or withheld in our absolute discretion. We may assign this Agreement and/or any or all of our rights hereunder, or delegate any or all responsibilities thereunder, to any third party or parties in our discretion and without notice to you, subject to the requirements of applicable law. Subject to the foregoing, this

Agreement shall be binding on the parties hereto and their respective successors and assigns.

**33) Severability; No Waiver; Headings.** If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of remaining provisions. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver our right to subsequently enforce such provision or any other provisions of this Agreement. With regard to terms used in this Agreement, the singular number shall include the plural and the plural shall include the singular, as appropriate. The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.

**34) Notices.** Any notice we send you will be considered effective when it is deposited in the U.S. Mail to the address in our records, or, at our option, when transmitted or made available to you pursuant to any other method to which you have agreed in connection with your Card, including, with respect to changes or amendments to this Agreement, any means or methods described in this Agreement. You agree to notify us immediately of any change in your name, your residence or mailing address or phone number. We may use any source available to us to update and validate the accuracy of this information, but we have no obligation to do so. Unless otherwise provided in this Agreement, notice from you must be in writing. Written notice from you will not be deemed given to us until it has been received by one of our representatives who is authorized by us to consider and act on your notice. If we are required by law or agreement with you to act on any notice you have given to us, you agree that we will have a reasonable opportunity to act. Our failure to act or delay in acting on any notice from you does not constitute our acquiescence in, acceptance or acknowledgement of, or agreement or consent to the terms or substance of your notice.

**35) Governing Law.** This Agreement, the Card, your use of the Card, the enforceability and interpretation of this Agreement, and/or any claim, dispute or controversy arising from or relating to this Agreement, whether based on contract, tort, fraud and other intentional torts, statute, regulation, constitution, common law and/or equity, are governed by and will be construed in accordance with laws of the State of Florida (without regard to internal principles of conflicts of law) and applicable federal law. Any provision of this Agreement that conflicts with applicable law shall automatically be deemed amended to the extent necessary to make it conform to such applicable law as of the effective

date thereof and shall be binding upon you without necessitating that we formally amend this Agreement in accordance with the procedures specified in this Agreement.

**36) Adverse Claims to Card Funds.** If we are notified or have reason to believe that the ownership of or the right to make withdrawals from the funds stored on your Card is disputed, we have the right to rely on your instructions. At our option, however, we may place a “hold” on funds until resolution of the controversy, or we may accept an indemnity satisfactory to us, or we may deposit the funds with a court until a court order directs us to do otherwise. If we choose to deposit the funds with a court, you agree to reimburse us for all attorneys’ fees and court costs we incur.

**37) Legal Process Affecting Your Card.** Should we receive by any means, in any jurisdiction, any legal process or other legal notice that purports to have been issued by or pursuant to the authority of any court or governmental agency for the restriction of Cards us, or for the withholding, seizure or turnover of Card funds, or otherwise affecting your Card or records (“Legal Process”), you hereby instruct us to, and acknowledge and agree that we may comply with, such Legal Process. Your further acknowledge and agree that, in complying with Legal Process, we may limit or suspend your access to your Card, refuse to permit withdrawals or transfers from or loads to your Card, and/or take such other actions as we deem appropriate or legally required in our judgment and discretion, without regard to the ownership or original source of the funds on deposit and without requirement that the Legal Process name any authorized user. We will not contest any Legal Process on your behalf. All Legal Process is subject to our right of setoff and security interest. We may assess a fee against your Card if we are served with Legal Process affecting your Card, and you agree that, if allowed by applicable law, we may deduct such fee from your Card funds before remitting any funds pursuant to any Legal Process. You also agree to pay any research and copy services fees, in addition to administrative and attorney’s expenses we incur in responding to Legal Process affecting your Card. If you have another account with us, you authorize us to deduct fees and expenses associated with the Legal Process affecting your Card from any of your accounts without notice to you, even if such deductions result in overdrafts in any of your accounts. You may request current information about the fees we may charge in connection with Legal Process from any of our customer service representatives. We will not be responsible for any damages you may suffer as a result of our refusal to allow you to withdraw money or our refusal to authorize transactions due to any Legal Process

affecting your Card, or as a result of any other act or omission on our part in connection with any Legal Process.

**38) Customer Identification.** 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. What this means for you; when you request a Card, we will ask for your name, address, date of birth, and other information (including your social security number) that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. You confirm, certify, and represent that all of the information you provide to us in connection with your application for and use of the Card is true and correct, and you agree to notify us in the event any of such information should change.

**39) English Language Controls.** Any translation of this Agreement provided is for your convenience. To the extent of any discrepancy between the English language version and the translation, the English language version shall govern.

**40) ARBITRATION AND WAIVER OF JURY TRIAL.** **Except as expressly provided below, you and we agree that either party may elect to resolve by BINDING ARBITRATION any controversy, claim, counterclaim, dispute or disagreement between you and us, whether arising before or after the effective date of this Agreement (any “Claim”). This includes, but is not limited to, any controversy, claim, counterclaim, dispute or disagreement arising out of, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of this Agreement; (2) any Card or related service; (3) any charge or cost incurred pursuant to this Agreement; (4) the collection of any amounts due to under this Agreement or any Card or related service; (5) any alleged contract or tort arising out of or relating in any way to this Agreement, any account, any transaction, any advertisement or solicitation or your business, interaction or relationship with us; (6) any breach of any provision of this Agreement; (7) any statements or representations made to you with respect to this Agreement, any Card or related service, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; or (8) any of the foregoing arising out of, in connection with or relating to any agreement which relates to this Agreement, any Card or related service, any transaction or your business, interaction or relationship with us. If either**

**party elects to arbitrate, the Claim shall be settled by BINDING ARBITRATION under the Federal Arbitration Act (“FAA”).** This agreement to arbitrate shall include any Claim involving our officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors, assigns, any third party that assigned any agreements to us and any of the respective employees, officers, agents or directors of such affiliates or third parties, and any such Claim against any of those parties may be consolidated with any related Claim against us in a single arbitration proceeding. In addition, if we become a party in any lawsuit that you have with any third party, whether through intervention by us or by motion made by you or any third party, we may elect to have all claims in that lawsuit between you and such third party to be resolved by BINDING ARBITRATION under this Agreement. We shall not elect to use arbitration under this paragraph for any Claim that you properly file and pursue in a small claims court with jurisdiction over us as long as the Claim is individual and pending only in such court.

The arbitration shall be administered by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules (the “Arbitration Rules”) in effect at the time the demand for arbitration is filled. In the event of a conflict between the Arbitration Rules and this Agreement, this Agreement shall control, except that, in the event that the AAA determines that any provision of this Agreement does not comply with applicable standards stated in the Arbitration Rules, the standards of the Arbitration Rules shall control. We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. Or, you may contact the AAA directly at 1-800-778-7879 (toll free) or at [www.adr.org](http://www.adr.org).

The prevailing party in an arbitration proceeding may seek to recover its expenses for administrative fees and arbitrator(s)’ fees from the other party in accordance with the Arbitration Rules. The final award by the arbitrator(s) pertaining to such a Claim can apportion the administrative fees and expenses and arbitrators’ fees between you and us as part of the award, as the arbitrator(s) determines is appropriate.

The arbitration of any Claim of \$100,000 or greater shall be conducted by a panel of three arbitrators. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA’s panel of arbitrators by mutual agreement between you and us. If we cannot agree on the arbitrator(s), the AAA shall appoint the arbitrator(s).

Except as expressly provided in this Agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the

arbitration of another Claim, or resolved on behalf of a class of similarly situated persons, or brought as private attorney general or on another similar representative basis. For any claim subject to arbitration, you may not participate in a class action in court or in a class-wide arbitration, either as a plaintiff or claimant, class representative or class member. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in court proceeding shall apply in the arbitration. Any in-person arbitration hearing will be held in Miami-Dade County, Florida.

Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the scope or validity of this agreement to arbitrate disputes or of this entire Agreement, shall be decided by the arbitrator(s).

The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law. The arbitrator’s findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the Agreement. Judgment on the arbitration award may be entered in any court having jurisdiction. In the event that the arbitration results in an award which imposes an injunction on you or on us, or contains a monetary award in excess of two hundred fifty thousand dollars (\$250,000.00), the award shall be re-viewable on appeal initiated within 30 days of the award by a panel of three new arbitrators selected to hear the appeal under the procedure for appointment from the national roster as provided by the Arbitration Rules. Such review shall apply the substantive and procedural standards normally applying to an appeal of a judgment from a trial court of competent jurisdiction. However, if the award does not impose an injunction on you or on us or contain a money award in excess of two hundred fifty thousand dollars (250,000.00), then the award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the FAA.

This agreement to arbitrate does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off, repossession, trustee’s sales and the like. This agreement to arbitrate does not limit the right of you

or us, whether before or during the pendency of any arbitration proceeding to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or ordered granting provisional or ancillary remedies or injunctive relief, upon application by you or us. The taking by either you or us of any of the self-help remedies or by filing any action in court, including but not limited to the actions described in the preceding sentence, shall not be deemed to be a waiver of the right to elect BINDING ARBITRATION of any Claim upon the filing of a counterclaim or the like by either you or us in response to any such action.

You and we specifically acknowledge and agree that this Agreement evidences a “transaction involving commerce” under the FAA, and hereby waive and relinquish any right to claim otherwise. Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable, or otherwise refuse or decline to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable – in whole or in part and for any reason whatsoever – this agreement to arbitrate shall not fail or be invalidated as a result. Rather, in that instance, any party to the Claim may then petition a court of competent jurisdiction under 9 U.S.C. paragraph 5 to appoint the arbitrator(s). Upon consideration of such a 9 U.S.C. paragraph 5 petition, should the court decline or refuse to appoint the arbitrator(s), then and only then and within 30 days of final and non-appealable decision on the matter from such court, you and we shall each respectively pick one arbitrator, and those two arbitrators shall then, by mutual agreement and within 30 days of the selection of the second of them, select a third arbitrator. The third arbitrator so selected shall then arbitrate the Claim as the sole arbitrator, except with respect to a Claim for \$100,000 or greater, in which case all three arbitrators so selected shall arbitrate the claim together, with the award and all pre-award decisions made by majority vote. In the case of any arbitration not administered by the AAA, the arbitrator(s) shall still be bound by all applicable provisions of this agreement to arbitrate and the Federal Arbitration Act. They shall administer and conduct the arbitration under the Arbitration Rules, to the extent such rules may be practicably applied to arbitration not administered by the AAA.

If any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining

provisions shall be enforced without regard to the invalid or unenforceable term or provision; provided, that if you or we seek to bring a joined, consolidated, or class action for arbitration, and if the foregoing prohibition against the arbitration of joined, consolidated, or class actions is held by an authority of competent jurisdiction to be invalid or unenforceable, the arbitration agreement between you and us shall be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and lawful joined, consolidated or class action shall be adjudicated in accordance with the provisions of applicable law and shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law). This agreement to arbitrate disputes and waiver of jury trial shall survive the closing of your account and shall also survive as to any Claim covered within the scope of this Agreement.

**WHETHER ANY CONTROVERSY IS ARBITRATED OR SETTLED BY A COURT, YOU AND WE VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH CONTROVERSY TO THE FULLEST EXTENT ALLOWED BY LAW.**

**YOU UNDERSTAND THAT IF ARBITRATION IS CHOSEN BY EITHER OF YOU OR US PURSUANT TO THIS AGREEMENT WITH RESPECT TO A CLAIM, EITHER 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 IN THE ARBITRATION RULES. FURTHER YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH ABOVE, 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.**

Notwithstanding anything else contained herein, this arbitration provision shall survive the termination of your Card and this Agreement.



**CARDHOLDER CARD FEE SCHEDULE –**

The fees listed below are the responsibility of the cardholder.

Other fees, responsibility of your employer (for payroll cards) or other payer (for benefits card) may apply to this program.

<b>Fees</b>	<b>Amounts</b>
Set-Up Fee for Magnetic Stripe	\$4.99
Set-Up Fee for EMV Chip	\$9.99
Monthly Fee	\$3.99
Personal Load/ Fund Fee (not applicable to direct deposit)	\$2
Purse to Purse Transfer with currency conversion	3% of the transaction amount
Cross-Border Fee	1% of the transaction amount
Load/ Fund via Direct Deposit	\$0
Load/ Fund at BB Americas branches	\$2
Card purchases (Signature or PIN based purchase)	\$0
ATM Withdrawal/ Balance Inquiry. Fees from other ATM's may apply	\$2.50
Online Card information, transaction history, online statements	\$0
Mobile – Card alerts	\$0
Automated Customer Service IVR	\$0
Customer Service Agent	\$0
Paper Statement Fee	\$5
Replacement Card	\$10
Rush Order Card Fee (Expedited)	\$50*

\*Other Shipping & Handling costs may apply

For customer service or additional information regarding your Card, please contact us at:

USA 1 (866) 345-1892

International Collect +1-510-771-6406

International Toll Free (Excluding Brazil) +800-6677-8000

This page intentionally left blank.