

**SECONDARY CARDHOLDER USER GUIDE**  
**IMPORTANT – PLEASE READ CAREFULLY**

**smiONE™ Visa® Prepaid Card User Guide for Secondary Cardholders**

This document (“User Guide”) outlines the terms of the smiONE™ Visa Prepaid Card that has been issued to you by The Bancorp Bank, Wilmington, Delaware (“The Bancorp Bank” or “Issuer”). The terms of this User Guide are to be applied and interpreted in a manner consistent with the terms of the Cardholder Agreement provided to the Primary Cardholder in conjunction with the smiONE Visa Prepaid Card Program operated on behalf of The Office of the Attorney General of the State of Texas, Child Support Division (the “State Agency”), by Systems and Methods, Inc. (“SMI”). The Issuer is an FDIC insured member institution. “Card” means the smiONE™ Visa Prepaid Card issued to you by The Bancorp Bank upon request of the Primary Cardholder. By accepting and using the Card, you agree to the terms described in this User Guide. “Card Account” means the records we maintain to account for the value of claims associated with the Card. “You” and “your” mean the person or persons who receive the Card and are authorized to use it as provided for in this User Guide. “We,” “us,” and “our” mean the Issuer, our successors, affiliates, or assignees. “

As a Secondary Cardholder, you acknowledge and agree that the value of the funds available for your use is limited to the value of the funds that have been made available or specifically allocated to your Card by the Primary Cardholder. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of the Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close the Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this User Guide.

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

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

**Activate The Card**

You must activate the Card before it can be used. You may activate the Card by calling 1-855-502-2165 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired cardholders please use: <http://www.relaytexas.com>) or by going online at [www.smionecard.com](http://www.smionecard.com). You will need to provide personal information in order for us to verify your identity.

**Personal Identification Number**

You will not receive a Personal Identification Number (“PIN”) with the Card Account. However, you will create a PIN once you have registered the Card with your personal information. To register the Card, you can go online at [www.smionecard.com](http://www.smionecard.com) or call 1-855-502-2165 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired cardholders please use: <http://www.relaytexas.com>) and provide the following personal information: the Card number, the three digit code from the back of the personalized card, your date of birth, card expiration date and your Social Security number. If you do not have a Social Security number, you will be asked to provide verifiable information associated with one or more acceptable government-issued identifying documents.

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

**Authorized Card Users**

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

## **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 13 years of age (or older if you reside in a state or jurisdiction where the majority age is older); (ii) you have provided us with a verifiable street address (not a P.O. Box); (iii) the personal information that you provide to us in connection with the Card is true, correct, and complete; (iv) you received a copy of this User Guide and agree to comply with its terms; and (v) you accept the Card.

## **Cash Access**

With your PIN, you may use the Card to obtain cash from any Automated Teller Machine ("ATM") that bears the Visa<sup>®</sup>, Plus<sup>®</sup>, Maestro<sup>®</sup>, or Allpoint<sup>®</sup> Acceptance Mark, or any Point-of-Sale ("POS") device, as permissible by a merchant that bears the Visa<sup>®</sup>, Interlink<sup>®</sup>, or Maestro<sup>®</sup> Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions. You may use the Card at an ATM. The maximum cumulative amount that may be withdrawn from an ATM per day is \$2,000.00. The maximum cumulative amount that may be withdrawn from a participating bank (over the counter withdrawal) per day is \$20,000.00 in the United States and \$1,500.00 outside of the United States with a maximum of twenty (20) withdrawals per month. Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on the Card per twenty-four (24) hour period with a maximum of \$9,000.00 per month.

Any cash withdrawals made outside the United States will be subject to the terms of the ATM operator or financial institution where the transaction occurs, and the effects of currency conversion as described below in the paragraph labeled, "Transactions Made In Foreign Currencies."

## **Loading The Card**

The Secondary Card may only be loaded with funds that originate from the Primary Cardholder's Card Account. The Primary Cardholder chooses how to fund the Secondary Card: (a) give the secondary Cardholder full access to the funds in the Primary Cardholder's Card Account, or (b) give the Secondary Cardholder access only to funds allocated for that cardholder's use; the minimum amount for each such funds allocation is \$0.01, the maximum of each such funds allocation cannot exceed \$500.00.

There are no other acceptable forms of value loading for this Secondary Card. NOTE: Personal checks, cashiers checks, and money orders sent to the Issuer are not acceptable forms of value loading. Any checks and money orders you send to the Issuer for value loading will be returned unless the full amount may be applied towards a negative balance, in which case, the check or money order may or may not be loaded to the Card Account at the discretion of the Issuer.

There may be occasions when deposits are posted to the Primary Cardholder's Card Account in error, or funds added that do not belong to the Primary Cardholder. In such events, errors will be corrected as soon as known and the balance of your Card Account may be adjusted. Should the adjustment result in a negative balance, a notice letter will be mailed to the Primary Cardholder explaining the error and the reason for the adjustment. If the funds are spent before the error is identified, the amount to be repaid will be automatically deducted from future State Agency payments to the Primary Cardholder's Card.

## **Direct Deposit Account**

The Card Account cannot be used for receiving direct deposits (credits) or making preauthorized direct debits from merchants or from utility or Internet service providers. If presented for payment, preauthorized direct debits will be declined and payment to the merchant or provider will not be processed. You are not authorized to provide the bank routing and direct deposit account numbers to anyone.

## **Using The Card/Features**

The maximum amount that can be spent on the Card per day is \$2,000.00. The maximum value of the Primary Cardholder's card in combination with any other Secondary Cards requested by the Primary Cardholder, is restricted to \$75,000.00. .

You may use the Card to purchase or lease goods or services everywhere Visa debit cards, Interlink cards, and Maestro cards are accepted as long as you do not exceed the available value of the Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction, and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping the Card, the Card is likely to be declined.

**If you wish to buy gasoline, you must pay for your purchase inside with the cashier. This Card cannot be used for a "pay at the pump" transaction at an automated fuel dispenser.**

**If you use the 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 available funds until the merchant sends us the final payment amount of the 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 the Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on the Card. The Card cannot be redeemed for cash. You may not use the Card for online gambling or any illegal transaction.

Each time you use the Card, you authorize us to reduce the value available in the Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available balance of the Card Account, the primary Cardholder remains fully liable to us for the amount of the transaction and any applicable fees.

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

### **Non-Visa Debit Transactions**

New procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as a Maestro transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the Maestro network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this user guide will not apply to transactions processed on the Maestro network. Please refer to the paragraph labeled, "Your Liability for Unauthorized Transfers" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the POS, swipe the Card through a POS terminal, sign the receipt, or provide the Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide the Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

### **Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card for such refunds and agree to the refund policy of that merchant. The Issuer or SMI shall not be responsible for the delivery, quality, safety, legality, or any other aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

### **Card Replacement**

If you need to replace the Card for any reason, please call 1-855-558-0044 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired cardholders please use: <http://www.relaytexas.com>) to request a replacement Card. You will be required to provide personal information, which may include the Card number, your full name, transaction history, copies of acceptable identification, etc. Each replacement Card request incurs a fee of \$5.00, see Fee Schedule.

### **Transactions Made In Foreign Currencies**

If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the available balance of the Card Account will be converted by Visa into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the Issuer may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside of the 50 United States and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

### **Receipts**

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

### Card Account Balance/Periodic Statements

You are responsible for keeping track of the Card Account available balance. Merchants generally will not be able to determine the available balance. It's important to know the available balance before making any transaction. You may obtain information about the amount of money remaining in the Card Account by calling 1-855-558-0044 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323). This information, along with a sixty (60) day history of Card Account transactions, is also available online at [www.smionecard.com](http://www.smionecard.com). You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling 1-855-558-0044 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired cardholders please use: <http://www.relaytexas.com>) or by writing to: smiONE Card Customer Service, PO Box 33440, San Antonio, TX 78265.

### Fee Schedule

If You Have Full Access to the Funds in the Primary Cardholder's Card Account:

All fee amounts will be withdrawn from the Primary Cardholder's Card Account and will be assessed as long as there is a balance on it, except where prohibited by law. **NOTE: Fees assessed to the Primary Cardholder's Card Account balance may bring it negative.** Any time the balance of the Primary Cardholder's Card Account is less than the fee amount being assessed, the balance will be applied to the fee amount. THIS WILL RESULT IN A NEGATIVE BALANCE ON THE PRIMARY CARDHOLDER'S CARD ACCOUNT. If that occurs, any subsequent deposits or loads made to the Primary Cardholder's Card Account will first be applied to the negative balance.

If You Receive an Allocation of Funds from the Primary Cardholder's Card Account:

All fee amounts will be withdrawn from the Secondary Cardholder's Card Account and will be assessed as long as there is a remaining balance on it, except where prohibited by law. **NOTE: Fees assessed to the Secondary Cardholder's Card Account balance may bring it negative.** Any time the balance of the Secondary Cardholder's Card Account is less than the fee amount being assessed, the balance will be applied to the fee amount. THIS WILL RESULT IN A NEGATIVE BALANCE ON THE SECONDARY CARDHOLDER'S CARD ACCOUNT. If that occurs, any subsequent fund allocations from the Primary Cardholder into the Secondary Cardholder's Card Account will first be applied to the negative balance.

Out-of-Network Domestic ATM Withdrawal Fee	\$1.50 per transaction
Domestic ATM Balance Inquiry Fee	\$0.50 per transaction
Domestic In-Network ATM Withdrawal Fee	\$1.50 per transaction
Domestic ATM or POS Transaction NSF Declined Fee	\$0.50 per transaction
Domestic POS Transaction NSF Declined Fee	\$0.50 per transaction
Domestic Over the Counter Cash Withdrawal Fee	\$1.50 per transaction
International Over the Counter Cash Withdrawal Fee	\$1.50 per transaction
International ATM Withdrawal Fee	\$1.50 per transaction
International ATM Balance Inquiry Fee	\$0.95 per transaction
International ATM Transaction NSF Declined Fee	\$0.95 per transaction
International POS Transaction NSF Declined Fee	\$0.95 per transaction
International POS PIN Transaction Fee	\$0.50 per transaction
International POS Signature Transaction Fee	\$0.50 per transaction
International POS Signature Cash Back Transaction Fee	\$0.50 per transaction
Card Replacement Fee	\$5.00 per replacement Card
Expedited Card Replacement Fee	\$20.00 per request
Online Bill Pay Fee	\$0.75 per transaction
Paper Account Statement Fee	\$2.00 per mailed statement
Foreign Currency Conversion Fee	3% of the transaction amount

If you use an ATM not owned by the Issuer 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 the Issuer. This ATM fee amount will be charged to the Card.

## **Confidentiality**

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

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of the Card for a third party, such as a merchant;
- (3) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- (4) If you consent by giving us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (6) Otherwise as necessary to fulfill our obligations described in this User Guide.

## **Our Liability for Failure To Complete Transactions**

If the Issuer does not properly complete a transaction from the Card on time or in the correct amount according to the terms of this User Guide, the Issuer will be liable for losses or damages. However, there are some exceptions. The Issuer will not be liable, for instance:

- (1) If through no fault of ours, there are not enough funds available on the Card to complete the transaction;
- (2) If a merchant refuses to accept the Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to the Card has been blocked after the Card was reported lost or stolen;
- (6) If there is a hold or the available funds of the Card Account are subject to legal or administrative process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) Any other exception stated in this User Guide.

## **Your Liability for Unauthorized Transfers**

Contact us at once if you believe the Card(s) has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe the Card(s) has been lost or stolen, or that someone has transferred or may transfer money from the Card Account without your permission, call us at 1-855-558-0044 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired cardholders please use: <http://www.relaytexas.com>). Under Visa U.S.A. Operating Regulations, your liability for unauthorized Visa debit transactions on the Card Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of the Card(s). This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa or to ATM transactions outside the U.S. You must notify us immediately of any unauthorized use. In the event the Visa Zero Liability Rules do not apply, if you notify us within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used the Card(s) without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of the Card(s) and we can prove that we could have stopped someone from using the Card(s) without permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled, "Information About Your Right to Dispute Errors". If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time. If the Card(s) has been lost or stolen, we will close your Card Account to keep losses down. If a good reason (such as a long trip or a hospital stay) prevents you from notifying us within this timeframe, we will extend the time periods.

## **Other Miscellaneous Terms**

The Card and your obligations described in this User Guide may not be assigned. We may transfer our rights described in this User Guide. Use of the 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 part of this User Guide is 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 part of this User Guide shall not be affected. Your use of the Card is governed by the law of the State of Delaware except to the extent governed by United States federal law.

## **Amendment and Cancellation**

We may amend or change the terms and conditions of this User Guide at any time. You and the Primary Cardholder 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 change without prior notice. We may cancel or suspend the Card or the terms of this User Guide at any time.

In the event your Card is cancelled, closed, or terminated for any reason, the unused balance will not be provided to you. The Cardholder Agreement provided to the Primary Cardholder describes what will happen to any unused balance of a Card that was issued to you.

## **Information About Your Right to Dispute Errors**

In case of errors or questions about your electronic transactions, call 1-855-558-0044 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired cardholders please use: <http://www.relaytexas.com>) or write to Cardholder Services, smiONE Card Customer Service, PO Box 33440, San Antonio, TX 78265 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access the Card Account, if the error could be viewed in the electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling 1-855-558-0044 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired cardholders please use: <http://www.relaytexas.com>) or writing to: smiONE Card Customer Service, PO Box 33440, San Antonio, TX 78265. You will need to tell us:

1. Your name and Card Account number
2. Why you believe there is an error, and the dollar amount involved
3. Approximately when the error took place

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. For new accounts, we may take up to (20) twenty business days to credit the Card Account for the amount you think is in error.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit the Card within ten (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 to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit the Card.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to (20) twenty business days to credit the Card for the amount you think is in error.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, call 1-855-558-0044 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323; Hearing impaired cardholders please use: <http://www.relaytexas.com>) or visit [www.smionecard.com](http://www.smionecard.com).

### **English Language Controls**

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

### **Customer Service**

For customer service or additional information regarding the Card, please contact:

smiONE Card Customer Service  
PO Box 33440  
San Antonio, TX 78265  
1-855-558-0044 (International callers dial +8000-262-9071; Callers from Mexico dial 01-800-099-5323)

Customer Service agents are available to answer calls 24 hours a day. TTY for the hearing impaired is available through Relay Texas: <http://www.relaytexas.com>.

### **Telephone Monitoring/Recording**

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

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

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

### **ARBITRATION:**

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this User Guide; ii) the Card; iii) your acquisition of the Card; iv) your use of the Card; v) the amount of available funds for the Card; vi) advertisements, promotions or oral or written statements related to the Cards, as well as goods or services purchased with the Card; viii) the benefits and services related to the Cards; or ix) transactions on the Card, no matter how described, pleaded or

styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

**We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district closest to the residence of the Primary Cardholder.**

**ARBITRATION OF CLAIMS IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**

For a copy of the procedures, to file a Claim or for other information about the organization, contact it as follows: AAA, at 335 Madison Avenue, New York, NY 10017 or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this arbitration provision shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

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

This arbitration provision shall survive: i) the termination of the User Guide; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of the Card, or any amounts owed on the Card, to any other person or entity; or iv) expiration of the Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION PROVISION, DO NOT ACTIVATE OR USE THE CARD. CALL 1-855-403-8350 (International callers dial +8000-262-9071: Callers from Mexico dial 01-800-099-5323; Hearing impaired callers, please use: <http://www.relaytexas.com>) TO CANCEL THE CARD.**

This User Guide is effective 08/2015