

CARDHOLDER AGREEMENT IMPORTANT-PLEASE READ CAREFULLY

Last Updated: July 6, 2016

This Cardholder agreement (the “**Agreement**”) outlines the terms and conditions under which the Toro Advantage Visa Prepaid Card is issued by Community Federal Savings Bank, member FDIC, pursuant to a license from Visa U.S.A. Inc.

THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION LIMITATION AND YOUR AUTHORIZATION FOR THE CARD (AS DEFINED BELOW) TO BE CHARGED FOR ALL FEES ASSOCIATED WITH THE CARD.

YOU MUST ACTIVATE YOUR CARD BEFORE IT CAN BE USED. IF YOU RECEIVED YOUR CARD FROM A RETAIL LOCATION, YOUR CARD IS ACTIVE. IF YOU RECEIVED A CARD IN THE MAIL INVITING YOU TO A TORO TAX LOCATION, PLEASE TAKE THAT CARD TO A TORO TAX LOCATION FOR ACTIVATION. IF YOU RECEIVED YOUR PERSONALIZED CARD IN THE MAIL, PLEASE GO TO THE WEBSITE (AS DEFINED BELOW) OR CALL CUSTOMER SERVICE AT 844.378.6302 TO ACTIVATE YOUR CARD. PLEASE ALSO VISIT THE WEBSITE TO VIEW, PRINT AND SAVE THIS AGREEMENT.

WE MAY REFUSE TO PROCESS ANY TRANSACTION THAT WE BELIEVE MAY VIOLATE THE TERMS OF THIS AGREEMENT.

1. DEFINITIONS

“**Card**” means the Toro Advantage Visa Prepaid Card issued to you by CFSB.

“**Card Account**” means the records we maintain to account for the value of claims associated with the Card.

“**Toro**” means Toro Taxes,

“**POS**” means point of sale.

“**We,**” “**us,**” “**our**” and “**Bank**” mean Community Federal Savings Bank, our successors, affiliates or assignees.

“**Website**” means www.toroprepaid.com.

“**You**” and “**your**” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

2. OPENING A CARD ACCOUNT (Identification)

To help the federal government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third party service providers to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open a Card Account, we will ask for your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver’s license or other identifying documents.

3. CARDHOLDER FEES

Fee Name	Unlimited Purchase Plan	Pay as you Go	Note	Exact Fee Descriptor
Monthly Maintenance Fee	\$5.95	Free	To be billed to the Card Account 15 days after activation and the same day each month following	Monthly Fee
Annual Fee	\$59.98	Free	To be billed to the Card Account 15 days after activation and the same date each calendar year following	Annual Fee
Account Inactivity Fee	Free	\$5.95	Assessed after 6 mo. with no balance changing transaction	Inactivity Fee
ATM Cash – Domestic	\$2.50	\$2.50		ATM Cash Fee- Domestic
ATM Cash – International	\$3.95	\$4.95	+ 3.0% of the U.S. Dollar amount of the purchase transaction	ATM Cash Fee – Foreign
Cash Loading - CCS Retail Location	\$2.95	\$2.95	Cash loading at any CCS Retail Location	POS Money Load
Signature POS Purchase – Domestic	Free	\$1.00	POS and PIN transaction fees will be capped at \$10 per calendar month	Signature Purchase Fee– Domestic
Signature POS – International	Free	\$1.00	+ 3.0% of the U.S. Dollar amount of the purchase transaction	Signature Purchase Fee– Foreign
PIN POS Purchase – Domestic	Free	\$2.00	POS and PIN transaction fees will be capped at \$10 per calendar month	PIN Purchase Fee– Domestic
PIN POS Purchase – International	Free	\$2.00	+ 3.0% of the U.S. Dollar amount of the purchase transaction	PIN Purchase – Foreign
Teller Cash – Domestic	\$2.00	\$2.00		Teller Cash Fee– Domestic
Teller Cash – International	\$2.00	\$2.00	+ 3.0% of the U.S. Dollar amount of the purchase transaction	Teller Cash Fee – Foreign
Lost/Stolen Card Replacement	\$4.95	\$4.95		Lost/Stolen Card Replacement Fee
Account to account Transfer fee via web or text*	\$1.50	\$1.50	Per transaction up to \$1500	Bank to Card Transfer
Account to account Transfer fee via Customer Service Agent	\$1.50	\$1.50	Per transaction up to \$1500	Bank to Card Transfer
Paper Check Fee	\$2.50	\$2.50	Paper Check Refund	Paper Check Refund Fee
Additional Paper Statement Mailing Fee	\$5.95	\$5.95	Additional paper statements can be ordered through Customer Service	Statement Mailing Fee
ATM Balance Inquiry Fee Out of Network	\$0.50	\$0.50	When speaking with c/s or using an ATM	ATM Balance Inquiry

*Standard text rates apply

4. PURCHASES, ATM TRANSACTIONS AND OTHER LIMITS

Transaction Type	Daily Limit	Maximum Number of Transactions Daily
ATM Withdrawal	\$925	5
Signature POS/PIN Purchase	\$5000	Based on dollar amount
Unloads at a CCS Retail Location	\$5000	5
Teller Cash	\$5000	5
Account to Account Transfer	\$1500 per day \$2500 per 7 day period \$3500 per 30 day period	4 10 40

5. LOAD, RELOAD AND WITHDRAWAL LIMITS

Channel	Transaction Type	Daily Limit	Maximum Number of Transactions Daily
CCS Retail locations	Load/Reload	\$7500 Not to exceed \$15000 in a 30 day period	4
Direct deposit	Reload	\$10,000 Employer Payroll \$20,000 Tax Refund Only (subject to Bank review)	4
Money Orders, cashier's check, or personal check at CCS locations	Reload	\$10,000	4

* The owners of ATMs or other networks may impose an additional charge to use their terminals and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. Such other fees and charges also will be deducted from your Card Account.

**ATM withdrawals are prohibited in Jamaica and the Dominican Republic. If you withdraw cash or make a purchase in a foreign country in a currency other than U.S. dollars, the amount deducted from your funds will be converted to U.S. dollars by Visa using a rate selected by Visa based on the date the transaction is processed, which may be different than the rate on the date you made the transaction. The currency conversion rate established by Visa is in addition to the foreign charges described above.

5. USING YOUR CARD

This Card is a Prepaid Card. The Card is not a credit Card. The Card is not connected in any way to any other account. By using the Card you agree that you are limited to the funds that you have loaded or have been loaded on your behalf. You will not receive any interest on your funds in the Card Account.

You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your 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.

You may use your Card to purchase or lease goods or services anywhere Visa Debit Cards are accepted so long as you do not exceed the value available on your Card account. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes.

If you use your Card number without presenting your 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 your Card. Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction. Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain 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 your Card. You may not make preauthorized regular payments from your 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.

6. PREAUTHORIZED TRANSACTIONS

If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$100.00. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. The hold can stay on your account for up to 7 days when used for pay at the pump, up to 30 days when used at a hotel and up to 60 days when used for car rentals.

7. LOADING YOUR CARD

You may add funds to your Card account, called "reloading" at any time. There is a limit to the number of loads and the maximum dollar amount of each load. See the "LIMITS" section for additional details. You may add value to your Card at any CCS retail location and through direct deposit from your bank account. Please reference limits section to understand reload limits.

8. PIN – PERSONAL IDENTIFICATION NUMBER

You will be assigned a PIN (Personal Identification Number) at the time you receive the Card. We highly recommend that you change the PIN right away. You can change the PIN by going online to the Website or by calling Customer Service. You will be required to change your PIN the first time you call Customer Service. Set the PIN to a number that you will remember. **Never write it down and never share it with anyone.**

9. CARD REPLACEMENT

If you need to replace your Card for any reason, please contact Customer Service to request a new Card. You will be required to provide personal information such as full name, transaction information, copies of acceptable forms of identification, etc. There will be a fee for replacing your Card. (Please reference the schedule of fees.)

10. AUTHORIZED USER

You are responsible for all authorized transactions initiated and fees incurred by use of your Card Account. If you permit another person to have access to your Card, Card Number or PIN, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You must notify us to revoke permission for any person you previously authorized to use your Card, Card Number or PIN. If you notify us to cancel another person's use of your Card, Card Number or PIN, we may close your Card Account and issue a new Card to you with a different number. You are wholly responsible for the use of the Card Account according to the terms and conditions of this Agreement

11. NON VISA DEBIT TRANSACTIONS

New procedures are in effect that may impact you when you use your 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 PULSE 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 PULSE 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 Agreement will NOT apply to transactions processed on the PULSE network. Please refer to the section 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 your Card through the POS terminal, sign the receipt, or provide your 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 your 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.

12. RETURNS AND REFUNDS; NO WARRANTY OR LIABILITY FOR PURCHASES

If you are entitled to a refund for goods or services obtained with your Card, you agree to accept credits to your Card Account for such refunds and agree to the refund policy of that merchant. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must attempt to handle it directly with the merchant. We are not responsible for the delivery, quality, safety, legality or any other aspects of the goods or services you purchase with the Card.

13. TRANSACTIONS MADE IN FOREIGN CURRENCIES

If you obtain funds or make a purchase in any currency other than the currency in which your Card Account was issued, the amount deducted from your funds will be converted by Visa into an amount in the currency of your Card Account. 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 your funds or make a purchase in a currency other than the currency in which your Card was issued, the Bank 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.

14. RECEIPTS

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts. You can get a receipt at the time you make any transfer from your Card using one of our ATM terminals.

15. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not properly complete a transaction to or from your Card Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages.

However, there are some exceptions and limitations. We will not be liable:

- If through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction;
- If a merchant refuses to accept your Card;
- If an ATM where you are making a cash withdrawal does not have enough cash;
- 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;
- If access to your Card Account has been blocked after you reported your Card or PIN lost, stolen or compromised;
- If we or a merchant or other party have placed a hold on your funds in accordance with this Agreement or Visa rules, or if your funds are subject to legal process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- 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
- Any other exception stated in this Agreement.

16. INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS

If you believe your Card has been lost, stolen or otherwise compromised, or if you believe a transaction is unauthorized or erroneous, or if you have questions about a transaction or other transfer from your Card Account, you should notify Customer Service immediately.

We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the first written history on which the error appeared. You may request a written history of your transactions at any time by contacting Customer Service. However, as set out in Your Liability for Unauthorized Transactions (below), your potential liability may depend on how quickly you notify us.

When contacting us, you will need to provide:

- Your name and Card number
- Why you believe there is an error and the dollar amount in question
- 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 ten (10) business days.

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 your Card Account within ten (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 ten (10) business days, we may not credit your Card Account.

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

We will tell you the results within three (3) business days after completing the 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, contact Customer Service or visit the Website.

17. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you notify us within two (2) business days and you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to PIN transactions not processed by Visa, or ATM cash withdrawals or certain commercial card transactions.

If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of or your statement shows transactions that you did not make, notify us at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors". If you do not notify us in writing within sixty (60) days after the statement was made available to you or you otherwise become aware of the transaction, 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 and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to prevent further losses.

18. INDEMNIFICATION

At our request, you agree to defend, indemnify, and hold harmless us and our parents, subsidiaries, affiliates and service providers, and our and their employees, contractors, officers, and directors, against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

19. PRIVACY

Your privacy is very important to us. The ways in which we use and disclose your personal information are set out in our Privacy Policy, available at <http://www.cfsb.com/ConsumerPrivacy/> which is hereby incorporated by reference into this Agreement.

20. SERVICE PROVIDERS

We use service providers to help administer the Card Account and your use of the Card and provide various services to you on our behalf. In particular, we use i2c as our principal point of contact to provide Customer Service and related support functions on our behalf. Any communications in connection with your use of the Card or the Card Account that are to be made to us should be directed to Customer Service at the telephone number or email address set out in this Agreement.

21. CONSENT TO USE ELECTRONIC AND MOBILE COMMUNICATIONS

- 21.1. **Your Consent.** To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under this Agreement and in connection with your relationship with us (collectively, "**Communications**") that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to this Agreement electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements specified below; and (3) your consent will remain in effect until you withdraw your consent as specified below. Your consent to receive notices and communications in electronic form does not mean we will only communicate with you electronically. We reserve the right to use all lawful methods of communication and provide legal notices and other communications and documents in paper form from time to time when legally required to do so or when we in our sole discretion elect to do so. You are solely responsible for ensuring any mailing address we have on file for you is current. Your consent to receive Communications electronically includes, but is not limited to: (1) all legal and regulatory disclosures and communications associated with the product or service available through the Website for your Card Account; (2) notices or disclosures about a change in the terms of your Card Account or responses to claims; (3) suspension of account privileges communications; (4) account cancellation notices; (5) billing inquiry communications; (6) privacy policies and notices; and (7) and other disclosures and communications regarding the services that we now or later are required to provide to you "in writing".
- 21.2. **Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to the Website, or (4) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose.
- 21.3. **Your Right to Withdraw Your Consent.** Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by contacting Customer Service. If you withdraw your consent to receive Communications electronically, we reserve the right to close your Card Account and return your remaining Card Account balance as set forth in this Agreement (in which case you will no longer be able to use your Card, except as expressly provided in this Agreement) or charge you a fee for paper copies of Communications. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that your withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.
- 21.4. **You Must Keep Your Contact Information Current With Us.** In order to ensure that we are able to provide Communications to you electronically, you must notify us of any change in your email address and your mobile device number or other text message address by updating your profile on the Website or by calling Customer Service.

- 21.5. **Copies of Communications.** You agree to print, download, and save or electronically store a copy of all Communications that we send to you electronically. You also agree that it is your responsibility to print or download and retain a copy of any other document pertaining to the Card Account. In addition, you may request a paper version of any electronic Communication by contacting Customer Service. We reserve the right to charge a fee of up to \$5.95 for any such paper copies.
- 21.6. **Hardware and Software Requirements.** In order to access and retain Communications provided to you electronically, you must have: (1) a valid email address; (2) a computer or other mobile device (such as tablet or smart phone) that operates on a platform like Windows or a Mac environment; (3) a connection to the Internet; (4) a Current Version of Internet Explorer 11 (or higher), Mozilla Firefox 40.0, Safari 8, or Chrome 44.0; (5) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader version 7 or higher; (6) a computer or device and an operating system capable of supporting all of the above; and (7) a printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form. "Current Version" means a version of the software that is currently being supported by its publisher.
- 21.7. **Changes.** We reserve the right, in our sole discretion, to communicate with you in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications.
- 21.8. **Mobile Phone Communications.** IF YOU PROVIDED YOUR MOBILE PHONE NUMBER TO US IN CONNECTION WITH OPENING A CARD ACCOUNT, YOU HAVE CONSENTED TO THE USE OF THE NUMBER FOR US OR CUSTOMER SERVICE TO CONTACT YOU VIA TELEPHONE CALL OR TEXT MESSAGE IN CONNECTION WITH YOUR CARD ACCOUNT. STANDARD TEXT MESSAGE FEES MAY APPLY. IF YOU DO NOT WISH TO BE CONTACTED ON YOUR MOBILE PHONE FOR THIS PURPOSE, YOU MUST CONTACT CUSTOMER SERVICE TO LET US KNOW.

22. TELEPHONE MONITORING/RECORDING

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

23. GOVERNING LAW AND DISPUTE RESOLUTION; ARBITRATION

This Agreement will be governed by and construed in accordance with the laws of the State of New York, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to your use of the Card, your participation in the Program or this Agreement (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in the borough of Manhattan, New York, New York or, in the alternative, may be conducted telephonically at your request. As used in this Section, "we" and "us" mean the Bank and its subsidiaries, affiliates, predecessors, successors, and assigns and all of its and their respective employees, officers, directors, agents, and representatives. In addition, "we" and "us" include any third party providing any product, service, or benefit in connection with the Cards, the Program or this Agreement (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association ("AAA") with substantial experience in resolving commercial contract disputes. As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "Rules and Procedures").

You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in your state or municipality within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of your residence for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) we also reserve the right in our sole and exclusive discretion to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (g) subject to Section 40 (Limitation of Liability), the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

This Section will survive termination of your Card Account or this Agreement as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either subpart (a) or (b) of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in federal court in the Southern District of New York if it has jurisdiction or, if it does not, in a state court located in that judicial district.

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

24. CUSTOMER SERVICE

Our Customer Service agents are available to assist with account questions 24 hours a day, 7 days a week at 844.378.6302. You send an email to torocustomerservice@echopay.me. If you prefer to write for additional Card details, please send inquiries to:

Echo Payment Systems
PO Box 95824
Las Vegas NV 89193-5824

25. MISCELLANEOUS TERMS

Your Card Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable laws and all applicable rules and customs of any clearinghouse or other network or association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.

26. AMENDMENT AND CANCELLATIONS

We may amend or change the terms and condition of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such a change without prior notice. We may cancel or suspend your Card at any time. You may cancel this Agreement by returning the Card to us. Your cancellation of this Agreement will not affect any of our rights or your obligations under this agreement prior to termination.

In the event your Card Account is cancelled, closed or terminated for any reason, you may request the unused balance to be returned to you via a check that will be mailed to the address we have on file. There is a fee for this service. Please refer to the fee schedule in this Agreement. We have the right to refuse to return any refund less than \$1.00.

ENGLISH LANGUAGE CONTROLS

This Agreement has been translated into Spanish for your convenience only. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language, and in the event of any conflict, inconsistency, difference or ambiguity, the English language version of the Agreement controls.