others and do not enter your PIN in any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should immediately follow the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."
Card Replacement: You should write down the phone number and website on the back of the Card. If you need to replace the Card for any reason, please refer to your Plan documents for contact information. You will be charged a fee for replacing the Card, the amount of the fee will be disclosed to you in your Plan documents.

Expiration: Your Card will expire no sooner than four (4) years from the date of issuance. For specific expiration of fund details refer to your Plan documents.

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 your funds will be converted by Visa into an amount in the currency of the Card. The exchange rates 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 user may be charged a foreign currency conversion fee of 2% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside of the fifty (50) United States and the District of Columbia are also subject to the 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. If you agree to returns, verifying and recording your transactions may be necessary.

Card Account Balance: You are responsible for keeping track of the available balance of the Card Account. Merchants generally will not be able to determine your available balance. It is important to know the available balance before making any transaction. The available balance and transaction history will be made available to you in the consumer portal or through your Plan Administrator. You will not automatically receive paper statements.

Fee Schedule: All fee amounts will be withdrawn from the Card Account and will be assessed as long as there is a remaining balance on the Card Account, except where prohibited by law. Any time the remaining Card Account balance is less than the fee amount, being assessed, the balance of the Card Account will be applied to the fee amount. You may be assessed an Annual Fee in connection with the Card. This fee will be disclosed in advance to you by your Employer or Plan Administrator and assessed upon activation of the Card. The Annual Fee may be assessed if a new or existing account is reactivated after a period of inactivity. This charge will be assessed as a "Lost/ Stolen Fee" on the day the replacement Card is ordered and will be shown as such in the consumer portal. The amount of such charge will be disclosed in advance to you by your Employer or Plan Administrator. Any such Annual Fee or Lost/Stolen Fee may be assessed only by the individual Employer or Plan Administrator and is not assessed by the National Card Administrator.

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 under this Agreement.

Our Liability For Failure To Complete Transactions: If we do not properly complete a transaction from the Card 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. We will not be liable, for instance:

(1) If through no fault of ours, you do not have 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 the access to the Card has been blocked after you reported the Card lost or stolen;
(6) If there is a hold on your funds that 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 efforts to avoid the problem;
(9) If your Plan Sponsor did not add funds to your Card Account(s) in a timely manner; or
(10) Any other exception stated in our Agreement with you.

Your Liability for Unauthorized Transfers: Contacts at once if you believe the Card has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe the Card has been lost or stolen, or that someone has wandered or has taken money from the Card Account without your permission, call your Plan Administrator at the telephone number printed on the back of the Card. (Contact information can be found in Plan documents). Under Visa Core Rules, your liability for unauthorized transactions debited to your account will be limited to $50 if you report the card lost or stolen within 48 hours of the time you first become aware of the loss or theft. Your liability may be as high as $500 if you fail to report the loss or theft within 30 days of the date it first became known to you. If you are a victim of identity theft or fraud, you may be entitled to no liability at all. If you do not report the Card missing or stolen within 30 days of the time you first become aware of the loss or theft, you may be held liable for the full amount of the unauthorized transactions.

If the Card has been lost or stolen, we will close the Card Account to keep losses down losses down and will send a replacement Card. There may be a fee for requesting additional Card(s). Refer to your Plan documents for fee schedule.

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

Amendment and Cancellation: Your Card will be terminated if you lose eligibility status for your Plan. However, you may request a one-time change in your plan to change status. The plan will retain the current term in your current status. All services will be ceased in the event that you do not provide the necessary information in the provided timeframe. If the card is terminated, you may not renew the card or the plan at any time. You may cancel this Agreement by returning the Card to us, your Employer or by contacting your Plan Administrator. Your termination of this Agreement will not affect any of your rights or your obligations accrued under the Agreement.

Information About Your Right to Dispute Transactions: In the case of a discrepancy or dispute about the Card Account transaction(s), you may contact your Plan Administrator at the telephone number on the back of the Card. (Contact information can be found in Plan documents), or visit the consumer portal as soon as possible. You must contact your Plan Administrator and submit a dispute form no later than 60 days of the date the transaction occurred or was reported (to the Card Account). You may request a written history of your transactions at any time by calling your Plan Administrator (contact information can be found in Plan documents) or by visiting the consumer portal. In the case of a discrepancy or questions about the Card Account transaction(s) you will need to tell us:

1. Your name and the 16-digit Card number.
2. A description of the transaction(s) including the date and dollar amount.
3. Why you believe there is a discrepancy.

If you provide this information orally, we may require that you send the details listed above in writing within 60 days after we posted the transaction(s) you are disputing. You agree to cooperate fully with us in investigating and to provide any additional information or documentation we may need for the claim. Once we have the required details, information, and documents, we will determine whether a discrepancy occurred. Our investigation will take no longer than 90 days. If a discrepancy occurs, we may provide money back to you up to one hundred and twenty (120) days from the transaction settlement date. If we ask you to put details in writing and you do not provide them within 60 days of the transaction date, we posted the transaction(s) you are questioning, we may not be able to resolve the claim in your favor.

We will tell you the result in writing after completing our investigation. If we determine a discrepancy occurred we will correct the discrepancy promptly and credit the Card Account. If we determine there was no discrepancy, we will write you an explanation.

English Language Controls: Any translation of this Agreement is provided for your 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 your Plan Administrator at the telephone number or website address printed on the back of the Card.

Telephone Monitoring/Recordings: 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) the Card; (ii) the use of the Card; (iii) the use of the Card; (iv) the use of the Card; (v) the amount of available funds in the Card Account; (vi) advertisements, promotions or oral or written statements; (vii) the Card, as well as goods and services purchased with the Card, the benefits and services provided and the treatment of the user of the Card; or (vii) 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 of your residence. ARBITRATION OF YOUR CLAIM 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 this organization, contact it, AAA, 263 Madison Avenue, New York, NY 10017, or www.aaa.com.

All determinations as to the scope, interpretation, enforceability and validity of this Agreement 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 JOINER OR CONSPIRACY OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

The arbitration provision shall survive, the termination of the Agreement, the bankruptcy of any party, a transfer, sale or assignment (by purchase or otherwise) of the Card Account on the Card, to any other person or entity, or 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 AGREEMENT, DO NOT USE OR ACTIVATE THE CARD. CALL YOUR PLAN ADMINISTRATOR AT THE TELEPHONE NUMBER PRINTED ON THE BACK OF THE CARD TO CANCEL THE CARD. IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, YOU MAY AUTOMATICALLY ACCESS THE FUNDS ASSOCIATED WITH THE BENEFIT ACCOUNT.

This Cardholder Agreement is effective 1/1/206.