

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

**1. Definitions**

"Card" means the Finnest Visa Prepaid Card issued to you by First Century Bank, N.A. "Card Account" means the records we maintain to account for the value associated with the Card. "Virtual Account" means the records we maintain to account for the value of claims associated with accounts having no physical "Card." "You" and "your" means the person or persons who have received the Card and are authorized to use the Card as provided for in this agreement. "We," "us," and "our" mean First Century Bank, N.A., our successors, affiliates or assignees. For purposes of these disclosures, our "business days" are Monday through Friday. Legal holidays are not included.

"Finnest" means Finnest, Inc. who provides the Finnest Services under the card program. The "Finnest Services" are financial literacy tools that provide the Primary Accountholder with the ability to fund, monitor and control the Primary Account and Sub-Accounts. "Primary Account" means the Primary Accountholder's Virtual Account, used for funding and managing associated Sub-Accounts. The "Primary Accountholder" is the individual that opens and is responsible for the Primary Account and Sub-Accounts. A "Sub-Account" means a Card Account managed and funded by the Primary Account, and established by the Primary Accountholder for the purpose of identifying and monitoring Card transactions by Sub-Account Cardholders. "Sub-Account Cardholder" is any individual authorized to use a Sub-Account by the Primary Accountholder. "Purses" are virtual designations within a Card Account, used to aid cardholders in organizing balances into different spend categories.

The Card is a prepaid card that has been provided pursuant to a card program. The Card allows you to access funds on the Card. The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have, excepting your Primary Account within this program. The Card is not a credit card. You will not receive any interest on the funds on the Card. Card funds are FDIC insured on a pass-through basis as permitted by law.

**2. Information Needed to Obtain Your Card**

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

**3. Authorized Users**

The Primary Accountholder is responsible for all authorized transactions and fees incurred by use of your Card(s), including all transactions permitted or approved on any Sub-Account(s). You may permit another person to have access to your Cards or Card numbers. However, if you do, you are liable for all transactions made with the Card or Card number by those persons. The Primary Accountholder may request Sub-Account Cards for a maximum of four (4) family members in connection with the Finnest Services. The Sub-Account Cardholders must be 8 years of age or older. The Primary Accountholder is responsible for the entire account including all Sub-Accounts. You must notify us to revoke permission for any person you previously authorized to use your Cards. You are responsible for all transactions and fees incurred by you or any other person you have authorized. If you tell us to cancel another person's use of your Card, we may revoke your Card and issue a new Card with a different number. You are wholly responsible for the use of each Card according to the terms of this Agreement.

**4. Your Representations and Warranties**

By activating the Card or by retaining, using or authorizing the use of the Card, you, the Primary Accountholder, represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States or the District of Columbia; (iii) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (iv) you accept the Card.

**5. Personal Identification Number ("PIN")**

Upon activation of a Card, you will be prompted to create a PIN. You may change your PIN using the Finnest application. Your Personal Identification Number ("PIN") for your Card can be used (i) to obtain cash from any Automated Teller Machine ("ATM") or (ii) at any Point-of-Sale (POS) device which requires entry of a PIN that bears the Visa, Interlink and Pulse brand. All ATM transactions are treated as cash withdrawal transactions. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the paragraph labeled "Your Liability for Unauthorized Transactions; Disputed Transactions." If you lose your PIN you may contact Finnest, Customer Support [1-855-201-6467](tel:1-855-201-6467) to have the PIN reset.

**6. Limitations on Transactions**

For security reasons, there are limits on the number transactions you can make using your Card. You can use your Card for ATM Cash transactions and to make purchases of goods or services each day you use the Card, up to a maximum of \$500 per day.

**7. Using Your Card**

You may use your Card to: access cash at ATMs displaying VISA, Interlink, Pulse, pay for goods and services anywhere VISA® debit cards are accepted subject to any merchant category restrictions imposed by the Finnest Visa Prepaid Card Program.

You may use your Card to purchase or lease goods or services wherever the Card is honored as long as you do not exceed the value available on your Card. The Primary Accountholder is personally responsible for all authorized transactions and fees incurred by use of your Card(s), including all transactions permitted or approved on any Sub-Account(s). If you permit someone else to use your Card we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use. If you do not have enough value loaded on your Card you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called "split transactions". Some merchants do not allow cardholders to do split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

If you use your Card number without presenting your Card (such as for a mail order or telephone purchase), the legal effect will be the same as if you used the Card itself. Your Card cannot be redeemed for cash. Your Card may be excluded from making certain merchant purchases as determined by the Finnest Visa Prepaid Card Program.

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

You should keep track of the amount of value loaded on Cards issued to you. You may view the amount of value remaining on your Card by logging into your Finnest application at any time or by calling us at the Customer Service number shown on your Card and listed below at any time. To reach us to obtain balances associated with Card or if you have questions on Card usage, call toll-free [1-855-201-6467](tel:1-855-201-6467). Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card (creating a "shortage") you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges. You agree to pay us promptly for the shortage and any applicable shortage fees. We also reserve the right to cancel this Card should you create a shortage with your Card.

**8. Card Expiration**

Your Card will expire and no longer be valid for use as of the last day of the month of the "good thru" date that is stated on your Card. The funds in your Card Account will not expire, regardless of the expiration date of your Card.

If you have any questions regarding any remaining Card balance as of the expiration of the Card, call [1-855-201-6467](tel:1-855-201-6467).

**9. Loading Value Onto Your Card Account and Keeping Track of Your Balance**

A maximum aggregate amount of US \$5,000 is allowed in your Primary Account at any time. Your Primary Account may be loaded via an ACH debit transaction from your Funding Account, initiated by Finnest pursuant to the authorization provided by the Primary Accountholder to Finnest in this Agreement. A "Funding Account" is the Primary Accountholder's account at a third party financial institution that is used to add funds to the Primary Account. You may load your Primary Account a maximum of one time per day with a minimum of \$25 and a maximum of \$1,000. You may load a maximum of \$2,500 to your Primary Account per month. Sub-Accounts are limited to a maximum balance of \$5,000. Sub-Accounts are loaded via transfer from your Primary Account using the Finnest application.

Deposits to your Card Account and your Virtual Account will generally be made available on the day we receive the deposit, however, your ability to withdraw funds may be delayed in cases of error transmissions or transfer irregularity. If this occurs, funds will be available within (5) business days after the transfer. You authorize us to recover any funds erroneously added to your Virtual Account and your Card Account. If an authorized addition to your Card Account has an error or if you require additional information regarding funds added or loaded, you must contact us immediately. You should keep track of the amount of funds loaded on the Card issued to you.

You are responsible for reporting to all applicable government tax authorities, all earnings received and loaded on to your Card or Card account and the payment of any applicable local, state, province, and/or federal, domestic or international taxes that apply to such earning.

**ACH DEBIT AUTHORIZATION**

The Primary Accountholder authorizes Finnest to initiate one or more debit entries to the Funding Account for the amounts requested by the Primary Accountholder for purposes of funding the Primary Account and for paying the annual subscription fee using the Automated Clearing House ("ACH"). The Primary Accountholder authorizes Finnest to continue to debit the Funding Account for requested Primary Account loads until this authorization is revoked, which can only be done by calling [1-855-201-6467](tel:1-855-201-6467). The Primary Accountholder understands that it may take Finnest up to three (3) business days to process such a revocation. The Primary Accountholder acknowledges

that debits to the Funding Account under this authorization must comply with U.S. laws.

**10. Fees and Charges**

**Please note the following fees apply to your card, where permitted by law.**

ATM Transactions in US (Including Declined) <sup>1</sup>	\$2.00
ATM Transactions Outside of US (Including Declined) <sup>1</sup>	\$3.00
ATM Balance Inquiries	\$0.75
Foreign Transaction Fee	3.50%
Card Renewal After Expiration	\$5.00

<sup>1</sup>ATM Fees: When you use an ATM, you may be charged a fee by the ATM operator or any network used to complete the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**Please note the following fees apply to your Primary Account**

Card Replacement Fee (First Replacement is Free) <sup>2</sup>	\$5.00
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<sup>2</sup>Card replacement Fee will be withdrawn from your Funding Account, pursuant to the authorization provided by the Primary Accountholder to Finnest in this Agreement.

We reserve the right to revise the fee schedule listed above and will provide notice of changes to the extent required by applicable law. Please see [myfinnest.com](http://myfinnest.com) or write [Finnest, Inc. 695 Atlantic Avenue, 9th floor Boston MA 02111](mailto:Finnest, Inc. 695 Atlantic Avenue, 9th floor Boston MA 02111), or call customer service at [1-855-201-6467](tel:1-855-201-6467).

**11. Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. The amounts credited to your Card for refunds may not be available for up to five (5) business days from the date the refund transaction occurs.

**12. International Transaction Fee**

If you initiate a transaction in a currency other than US Dollars or in a country other than the United States, or make a purchase from a merchant using a bank that uses currency other than US Dollars, this will be considered a foreign transaction. Transactions in a currency other than US Dollars are converted to US Dollars using the currency conversion rate used by VISA, which is either a wholesale market rate or the government-mandated rate in effect one day prior to the processing date for the transaction. The current conversion rate used by VISA on the processing date may differ from the rate in effect on the transaction date or on the date that the transaction posts to your Card Account. The combined processing fees for foreign transaction and for transactions made outside the US including VISA and bank charges, can be up to 5%.

**13. Receipts**

You can get a receipt at the time you make a purchase. You agree to retain your receipt to verify your transactions.

**14. Periodic Statements**

Statements in electronic format will be made available free of charge by using the Finnest application. You may obtain information about the amount of money you have remaining in your Card Account by calling [1-855-201-6467](tel:1-855-201-6467). This information, along with a 60-day history of account transactions, is also available using the Finnest application. You also have the right to obtain a 60-day written history of account transactions by calling [1-855-201-6467](tel:1-855-201-6467), or by writing, [Finnest, Inc. 695 Atlantic Avenue, 9th floor Boston, MA 02111](mailto:Finnest, Inc. 695 Atlantic Avenue, 9th floor Boston, MA 02111).

**15. Confidentiality**

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

- (1) Where it is necessary for completing transfers;
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- (3) In order to comply with government agency or court orders; or
- (4) If you give us your written permission.

**16. Our Liability for Failure to Complete Transactions**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us. However, there are some exceptions. We will not be liable for failing to complete a transaction, for instance:

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

**17. Your Liability for Unauthorized Transactions; Disputed Transactions**

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe unauthorized transactions have been conducted in your Card Account. Telephoning toll-free at [1-855-201-6467](tel:1-855-201-6467) is the best way of keeping your possible losses down. You could lose all the money in your Card Account.

You will be required to provide your name, address, the Card number, and transaction history in order for us to identify you as the owner of the Card. You will not be liable for any unauthorized transactions that occur after you notify us of the loss, theft, or unauthorized use of your Card. If reported lost or stolen, and upon confirmation of your ownership of the Card, we will issue you a replacement card with a value equal to the remaining available balance on the Card at the time you report it lost or stolen.

You will be eligible for our Zero Liability policy. Under this policy, you will not be liable for unauthorized transactions processed through the Visa® network if (i) you notify us within 120 days after the transaction was reflected in your transaction history, and (ii) you have not been grossly negligent or acted fraudulently in the handling or use of the Card.

Regardless of the reason for a possible unauthorized transaction, if you do not notify us within 120 days after the transaction was reflected in your transaction history, you will be liable for that transaction and we will have no obligation to reimburse you. Whenever you notify us of a lost or stolen Card, or of a potential unauthorized transaction, we may require a written affidavit from you and may conduct an investigation into the validity of any request.

You acknowledge that, for purchases made with your Card, you cannot "stop payment" or lodge a "billing dispute" on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the merchant.

**18. Other Terms**

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

**19. Amendment and Cancellation**

We may amend or change the terms 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 or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. If your Card is cancelled, upon your request we can send you a check for all remaining funds after deducting any fees, charges, and outstanding transactions.

**20. Business Days**

For the purposes of this Agreement, our business days are Monday thru Friday, excluding holidays.

**21. Privacy and Data Protection and Recording**

<b>FACTS</b>	WHAT DOES FIRST CENTURY BANK, N.A. DO WITH YOUR PERSONAL INFORMATION?
<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>WHAT?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>✓ Social Security number and income.</li> <li>✓ Account balances and payment history.</li> <li>✓ Credit history and credit scores.</li> </ul> When you are no longer our customer, we continue to share your information as described in this notice.
<b>HOW?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers personal information. The reasons First Century Bank, N.A. chooses to share; and whether you can limit this sharing.

**22. 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 as required by applicable law.

**23. No Warranty Regarding Goods and Services**

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

**24. Agreement to Arbitrate Disputes**

(a) Purpose: This Section 24 sets forth the circumstances and procedures under which Claims (as defined below) that arise between you and us will be resolved through BINDING ARBITRATION instead of litigated in court. THIS MEANS THAT NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE

Reasons we can share your personal Information	Does First Century Bank share?	Can you limit this sharing?
<b>For our everyday business purposes</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
<b>For our marketing purposes</b> to offer our products and services to you	YES	NO
<b>For joint marketing with other financial companies</b>	NO	We do not share
<b>For our affiliates' everyday business purposes</b> information about your transactions and experiences	NO	We do not share
<b>For our affiliates' everyday business purposes</b> information about your creditworthiness	NO	We do not share
<b>For our affiliates to market to you</b>	NO	We do not share
<b>For our nonaffiliates to market to you</b>	NO	We do not share

Questions? Phone: 770-297-8060; Email: info@myfcbusa.com; Web: www.myfcbusa.com	
<b>WHO WE ARE</b>	
Who is providing this notice?	First Century Bank, N.A. 807 Dorsey Street Gainesville, GA 30501
<b>WHAT WE DO</b>	
How does First Century Bank, N.A. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to those employees for whom access is appropriate.
How does First Century Bank, N.A. collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>✓ Open an account or deposit money</li> <li>✓ Pay your bills or</li> <li>✓ Apply for a loan</li> <li>✓ Use your credit or debit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>✓ Sharing for affiliates' everyday business purposes—information about your creditworthiness.</li> <li>✓ Affiliates from using your information to market to you</li> <li>✓ Sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additions on all rights to limit sharing.

<b>DEFINITIONS</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies. First Century Bank, N.A. does not share with our affiliates.
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. First Century Bank, N.A. does not share with nonaffiliates so they can market to you.
<b>Joint Marketing</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. First Century Bank, N.A. does not share with nonaffiliates so they can market to you. A formal agreement between nonaffiliated financial companies that together market financial products to you. First Century Bank, N.A. does not jointly market.

THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES (AS DEFINED BELOW). OTHER RIGHTS THAT YOU WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE OR MAY BE LIMITED IN ARBITRATION, INCLUDING YOUR RIGHT TO APPEAL AND YOUR ABILITY TO PARTICIPATE IN A CLASS ACTION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN

ARBITRATION. Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that Claim is pending only in that court.

(b) Scope: We each agree that all claims arising out of or related to this Agreement ("Claims") will be submitted exclusively to binding arbitration as set forth in this Section. This agreement to arbitrate applies to all Claims that could have been filed in court regarding the Claims, whether you or we are the first to file a Claim with the arbitral tribunal and whether the Claims are against you or us, or ours or your employees, agents, contractors or suppliers. 24 This agreement to arbitrate covers all Claims under this Agreement, regardless of whether such Claim is based in contract, tort, statute, regulation, common law or equity, including, but not limited to, Claims arising out of or related to: (1) the validity, enforceability or scope of this Arbitration Provision or this Agreement; (2) the interpretation, execution, administration, amendment or modification of the Agreement; (3) any alleged breach of this Agreement or tort, (4) the Card, any transaction, Card benefits, features or services (whether provided by us or another service provider), any advertisement or solicitation, or your business, interaction or relationship with us; (5) any charge or cost incurred pursuant to the Agreement or the collection of any amounts due under the Agreement; and (6) any statements or representations made by us to you with respect to the Agreement, the Card, any transaction, Card benefits, features or services (whether provided by us or another service provider) or any advertisement or solicitation, or your business, interaction or relationship with us.

(c) Opt Out Process: You may choose to opt out of the Arbitration Provision, but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the issuance of your Card at the following address: Finnest, Inc. 695 Atlantic Avenue, 9th floor Boston, MA 02111. Your written notice must include your name, address, account number and a statement that you wish to opt out of this Arbitration Provision.

(d) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Section 24 and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed ("Rules"), except to the extent that the Rules conflict with this Agreement. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to initiate arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614, website at www.jamsadr.com; or (ii) AAA at 335 Madison Avenue, New York, NY 10017, website at www.adr.org.

(e) Class Action Waiver and Other Restrictions: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any Dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement (including the "Survival/Severability" provision below), and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Section 24 (other than this sentence) shall not apply.

(f) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. Waivers may also be available from the JAMS or AAA. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

(g) Arbitration Procedures: This Section 24 is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"), and the applicable Rules, except that (to the extent enforceable under the FAA) this Section 24 shall control if it is inconsistent with the applicable Rules. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Rules. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under

the applicable Rules. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Rules and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(h) **Survival; Severability:** This Section 24 shall survive termination of this Agreement, your Card or the relationship between you and us concerning your Card, any permitted transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity as well as voluntary payment of any debt in full by you, any legal proceeding by or between you and us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Section 24, except the "Class Action Waiver and Other Restrictions" provision above, is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Section 24, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

**25. Unclaimed Property**

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

**26. Issuing and Trademark Information**

The Finnest Visa® Prepaid Card is issued by First Century Bank, N.A. pursuant to license from VISA U.S.A. Inc. VISA® is a registered trademark of Visa International Service Association .  
First Century Bank, N.A., Member FDIC.