



Cardholder Agreement

Effective: 01/21/2021

Ando, Inc.
8996 Miramar Road, Suite 310
San Diego, California 92126

Customer Service Contact Information –

Mailing Address:

Ando Inc.
8996 Miramar Road, Suite 310
San Diego, California 92126

Support Email: customerservice@andomoney.com

Website: andomoney.com

Customer Service Phone Number: 1-844-960-3939

How to read this Cardholder Agreement

The Cardholder Agreement ("**Agreement**") is between you as Cardholder and Community Federal Savings Bank ("**CFSB**," "**Bank**," "**Us**," "**We**," or "**Our**"). Ando Inc., d/b/a Ando ("**Ando**") provides certain services such as customer service on behalf of Bank. The terms set forth in this Cardholder Agreement form a binding contract and apply only to your use of your Ando Visa® Debit Card issued by Bank (the "**Card**"). The Card is a debit card. The Card is not a credit card. The Card is not for resale. The Card will remain the property of Bank 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 Bank may close your Card if Bank determines that it is being used for business purposes.

By activating or using the Card, or allowing someone else to use the Card, you agree to the terms of this Agreement under which the Card has been issued to you, and you reaffirm your agreement with each of the following agreements that applies to you:

- [Deposit Account Agreement](#)
- [Privacy Policy](#)
- [Electronic Communications Policy](#)

Your Card must be successfully activated in order to be used. For details, see "Activating Your Card" below. See the section titled "Fee Schedule" below for additional information about the fees associated with the use of this Card.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. Glossary

"**Access Information**" means your PIN, online user name, password, challenge questions, and any other security or access information required to access or use your Card or Account.

"**Account**" means the balance of funds held at Bank, accessible through the Card.

"**Applicable Law**" means any law, rule or regulation of a federal, state, municipal or foreign or local government, or any rule or regulation of any clearing house or network involved in the transaction, which apply to the product and services provided to you under this Agreement and the Deposit Account Agreement.

"**Business Days**" means Monday through Friday, excluding federal holidays, even if Bank is open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

"**Business Hours**" means Monday through Friday, excluding federal holidays, 9:00 am – 5:00 pm Eastern Time.

"**Card**" means your digital or physical Ando Visa® Debit Card issued by Bank.

"**Card Transaction(s)**" means using your Card to pay for goods and services online, over the phone or in person or to withdraw money from ATMs in the U.S. and overseas.

"**Card Number**" means the unique 16-digit number embossed or printed on the front of your Card used to identify your Card.

"**Cardholder**" means the individual to whom a card is issued

"**Mobile App**" means the Ando Mobile Application where Ando provides services to you.

"**Transactions**" means, (i) any and all payments or transfers made into your Account, (ii) any currency conversions and fees undertaken by or in your Account, whether or not done in connection with a Card Transaction and (iii) any payout made from your Account by methods other than Cards. For the avoidance of doubt, Account Transactions are not covered by this Agreement and are services provided to you under the Deposit Account Agreement.

"**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.

"**Website**" means any webpage, including but not limited to Andoandomoney.com

2. Fees

You agree to pay the Card Transaction fees set forth in the "Fee Schedule" below. All the Card Transaction Fees will be withdrawn from your Account and will be assessed as long as there is a remaining balance on your Account. If at any time your remaining Account balance is less than the Card Transaction Fees being assessed, the balance of your Account will be applied to the Card Transaction Fees resulting in a zero balance on your Account, and your Card may be declined. The remainder of the Card Transaction Fees due will be collected upon the next upload into your Account.

Fee Description	Fee Amount and Frequency
Out of Network Cash Withdrawal Fee (ATM and Over The Counter "OTC" withdrawals)	\$2.95 (per transaction). You may also be charged a fee by the ATM operator, even if you do not complete a transaction. Transactions made at MoneyPass ATMs are fee free.
Paper communication fee (Includes any paper communication request)	\$4.95
Replacement Debit Card Fee	\$0.00 for the first card replacement, \$4.95 for all additional replacements

3. Limitations on Frequency and Dollar Amounts of Transactions

From time to time, Bank may increase or decrease the limits or add additional limits to your use of the Card in Bank sole discretion without notice to you except as required by law, for security, risk or other reasons.

Your Card limits can be found in the table below. Requests for increases to your Card limits are not available at this time.

Transaction/Load Type	Maximum Frequency & Amount per day
Maximum Balance in the Account at any time	\$50,000
Direct Deposits*	Up to \$10,000 per day

	\$20,000 per month
Cash Withdrawal (ATM)	\$500 maximum per withdrawal, maximum of \$1,000 per day \$2,500 per month
Cash Withdrawal (Over the Counter)	Up to a maximum of \$1,000 per day
Debit Card Purchases (Signature and PIN)	Up to a maximum of \$2,500 per day or \$10,000 per month
Cash Loads**	4 per day, a maximum of \$1,500 per load, \$1,500 per day, \$5,000 per month
Account to Account transfer (internal to program)	No limit on number of times per day, a maximum of \$1,500 per day \$5,000 per month

* Your account number and bank routing number may be used for the purpose of initiating direct deposits to your Account. The recipient's name on any direct deposit(s) Bank receives must match the name of the accountholder. Any direct deposits received in a name other than the name registered to the Account may be returned to the originator.

** THIRD PARTY MONEY TRANSFER services used to load funds to your Account may impose their own terms and conditions including fees, per transaction, daily, weekly or monthly limits on the frequency or amount of cash you may load to the Account.

IMPORTANT: IF YOUR ACCOUNT NUMBER CHANGES, YOU MUST IMMEDIATELY NOTIFY THE DEPOSITOR OF FUNDS. YOU MUST PROVIDE THEM WITH THE NEW ACCOUNT NUMBER TO ENSURE THAT THE FUNDS ARE PROPERLY CREDITED TO YOUR ACCOUNT AND THAT DIRECT DEPOSIT ACTIVITY CONTINUES UNINTERRUPTED.

4. Important Information About Procedures to Obtain a Card

In order to receive and activate your Card, federal law requires that Bank verify some of your information. You authorize Bank to make any inquiries Bank considers necessary to validate your identity. These may be made directly or through third parties. See the [Deposit Account Agreement](#) and [Privacy Policy](#) for more details. Bank and Ando reserve the right to close, suspend, or limit access to your Card in the event Bank is unable to obtain or verify this information.

5. Address or Name Changes

For legal reasons, all information you provide during the signup process for a Card and/or your Account, or any time thereafter must be complete, accurate and truthful. You are responsible for keeping your mailing address, email address, telephone number, and other contact information with Bank up-to-date. If you need to make changes to your profile after your Account has been validated, you must contact Ando customer care team at customerservice@andomoney.com. Note that Bank reserves the right to cancel or suspend your Card at any time for any reason.

6. Account Security

You, not Bank, are responsible for maintaining adequate security and control of your Card, PIN (defined below), or any other details that you use to access your Account. If you know or suspect that your Card or Card Number has been lost, stolen or otherwise compromised, please Contact Customer Support immediately or go into the Mobile Application and freeze or cancel your card.

7. Activating Your Card

You must activate your Card before it can be used. When you receive your Card, please sign the back of it as soon as you receive it and keep it safe. You can activate your Card by following the instructions in the Mobile Application. The Card PIN is a 4-digit code that you may be asked to enter when making a payment using the Card.

8. Personal Identification Number

You will be required to select a Personal Identification Number ("**PIN**") for your Card when you activate your Card as a security feature. You will need the PIN for certain Card Transactions. You should not write or keep your PIN with your 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 Bank immediately following the procedures in the Section labeled "Your Liability for Unauthorized Transactions." You may change your PIN at any time by logging in to the Mobile Application or by Contacting Customer Support.

9. Authorized Users; Secondary Cards

You may not request an additional Card ("**Secondary Card**") for another person, for any reason.

10. Avoiding Holds on Your Funds

If you use your Card at a gas station it is recommended that you pay inside. Paying inside will avoid having an additional portion of your Card balance (these could be \$100.00 or more outside of the United States) held and unavailable for use for a period of time after the use of the Card at the pump. If you use your Card at a restaurant or other merchant where tipping is common, the merchant may preauthorize an amount

greater than the purchase amount. For hotels, car rentals, or similar purchases where a deposit is commonly collected in advance, the merchant may request a preauthorization of the estimated final transaction amount. Any preauthorization of the amount will place a "hold" on your available funds in your Account until the merchant sends Bank the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to 7-10 Business Days for the hold to be removed. During the hold period, you will not have access to the preauthorized hold amount.

Except as otherwise stated herein, you do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. 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.

11. Negative Account Balances

Negative balances are not authorized under any circumstance. You must not undertake or attempt to undertake Card Transactions that exceed the amount of funds available in your Account. If any purchase takes you over your available funds or the limits described in your then effective Deposit Account Agreement the transaction will be declined. If for some reason the amount available in your Account becomes negative, you are responsible for the immediate replenishment of your Account and you hereby authorize Ando to collect negative balances from you. Bank may prompt you to replenish your Account if you incur a negative balance for any reason. Bank will also require you to replenish your account before you can be authorized to use your Account according to the terms of the Deposit Account Agreement. Bank may offset a negative balance, in full or in part, with funds received by you, and/or collect the negative balance from you when you initiate a Transaction.

If you overdraw your Account, you must deposit the amount of any overdrafts. For preauthorized recurring payments using a Card, Bank has the right to 1) authorize and pay overdrafts, or 2) decline overdrafts. You must repay immediately any overdrafts.

For additional information about overdrafts, please see your Consumer Deposit Account Agreement.

12. Cash Access

Once your identity has been verified, you may use your Card and PIN to obtain cash from any Automated Teller Machine ("ATM") bearing a network brand logo on your Card, including any ATM that bears the MoneyPass® acceptance mark, or at merchants and participating financial institutions that have agreed to provide cash back at POS terminals bearing a network brand logo on your Card. All such transactions are treated as cash withdrawal transactions. You will not be charged a fee for transactions conducted at In-Network ATM's bearing the MoneyPass® acceptance mark. You can find a list of In-Network, fee-free ATMs at the following link moneypass.com.

We charge certain fees for transactions you conduct at "Out-of-Network" ATMs. "Out-of-Network" refers to all the ATMs outside of the Ando ATM Network. Please see the "Fee Schedule" for more details including a full list of fees that we charge. Please note that for transactions at "Out-of-Network" ATMs,

you may also be charged a separate fee by the ATM operator, even if you do not complete a Transaction (See the Fee Schedule above for more information).

13. No Warranty Regarding Goods or Services as Applicable; Returns and Refunds

Bank is not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. Any disputes or issues with any goods or services you purchase with your Card should be addressed to the merchants or individuals from whom the goods and services were purchased.

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 Account for such refunds and agree to the refund policy of the respective merchant. Merchant refunds in an amount the same or less than the amount of the corresponding debit will be provided to Bank for posting to the Account when they are received. Bank has any control over when a merchant sends a refund transaction; there may be a delay between the date of the refund transaction and the date the refund amount is credited into your Account. If you have questions about a refund that has not posted to your Account you must contact the merchant where you made the purchase.

14. Card Replacement

If you need to replace your Card for any reason, please Contact Customer Service. You will be required to provide personal information which may include your Card number, full name, transaction history, identifying information, copies of accepted identification, etc. A replacement card may be subject to a fee as indicated in the Fee Schedule.

15. Card Expiration

Subject to applicable law, you may use your Card only through the Card expiration date. The expiration date is identified on the front of your Card. The funds in your Account will not expire, regardless of the expiration date on the front of your Card, but remain subject to the clause titled Account Inactivity and Escheatment in the Deposit Account Agreement. If your Account is in good standing, a replacement Card will be sent to you before the expiration date listed on your current Card.

16. Receipts

A record of your transactions will always be available to you in the Mobile Application. However, you should always obtain a receipt from the merchant at the time you make a purchase or transaction using your Card. You should retain, verify, and reconcile your transactions and receipts. Some merchants may not provide a receipt for small dollar purchases. Bank is not liable for providing a receipt for transactions initiated through the use of the Card that you should have obtained from a merchant.

17. Account Balance, Periodic Statements and Card Use

You are responsible for keeping track of the available balance in your Account.

Merchants generally will not be able to determine your available balance. It is important to know your available balance before making any Card Transactions. You may obtain information about the amount of money remaining in your Account anytime by [Contacting Customer Support](#) or checking in the Mobile Application.

In accordance with the [Electronic Communications Policy](#), you will not receive paper statements automatically. However, you can obtain a paper copy of an electronic Communication by printing it or by requesting that we mail a paper copy. To request a paper copy, please e-mail us at customerservice@andomoney.com. Bank will charge you a fee for this service as described in your Deposit Account Agreement.

18. Privacy

Protecting your privacy is very important to us. Please review [Bank's Consumer Policy Statements and Ando's Combined Privacy Policy](#), in order to better understand Bank commitment to maintaining your privacy, as well as Bank use and disclosure of your information. For the avoidance of doubt, Bank may disclose information to third parties about your Card or the transactions you make:

Where it is necessary for completing transactions:

- i. In order to verify the existence and condition of your Card for a third party, such as a merchant;
- ii. In order to comply with government agency or court orders, or other legal reporting requirements;
- iii. If you give Bank your written permission; or
- iv. To Bank employees, auditors, affiliates, service providers, or attorneys, as needed.

19. Our Liability for Failure to Complete Transactions

If Bank does not properly complete a transaction from your Card on time or in the correct amount according to Bank's Agreement with you, Bank will be liable for your losses or damages as required by Applicable Law. However, there are some exceptions. Bank will not be liable in the following instances:

- If through no fault of Bank's, you do not have enough funds available on your Card to complete the transaction;
- If a merchant refuses to accept your Card;
- 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 has been blocked after you reported your Card lost or stolen;
- If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- If Bank has 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 Bank has taken; or
- For any other exception stated in Bank's Agreement with you or by Applicable Law.

20. Account Suspended or Account Closed

Bank can close or suspend your Account at any time for any reason (see the Deposit Account Agreement for more information) and Bank can suspend or cancel your Card, including if the activity on your Card appears suspicious, fraudulent or Bank believes it to be associated with criminal activity or inconsistent with this Agreement. Unusual or multiple purchases may prompt a merchant inquiry or Card suspension to allow Bank to investigate such unusual activity. Bank reserves the right, in Bank's sole discretion, to limit your use of the Card. Bank may refuse to issue a Card or may revoke Card privileges with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. Bank will not incur liability to you because of the unavailability of the funds that may be associated with your Card or Account.

21. Other Miscellaneous Terms

You may not assign or transfer your Card and your obligations under this Agreement. Bank may assign or transfer Bank's rights under this Agreement. Use of your Card is subject to Applicable Law. Bank does not waive Bank's rights by delaying or failing to exercise them at any time. Notwithstanding the foregoing, this Agreement shall be binding on you, your authorized users, your heirs, your executors, administrators, guardians, personal representatives, or trustee in bankruptcy.

22. Severability

If a court finds any provision of this Agreement invalid or unenforceable such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

23. Amendment and Cancellation

Bank may amend or change the terms and conditions of this Agreement at any time, subject to Applicable Law. You will be notified of any change in the manner required by Applicable Law. If the change is made for security purposes or if advanced notification is not required by Applicable Law, Bank may implement such change without prior notice. You may end this Agreement and cancel your Card at any time by contacting Customer Service.

Your cancellation of this Agreement will not affect any of Bank's rights or your obligations arising under this Agreement prior to termination.

24. Information About Your Right to Dispute Errors

A. Contact Information

In case of errors or questions about your electronic transactions, requests for information about a transaction listed in the statement or receipt, or if you think your statement or receipt is wrong, contact Customer Service at 1-844-960-3939. Bank must allow you to report an error until sixty (60) days after the earlier of

the date you electronically accessed your Account, if the error could be viewed in your electronic history, or the date Bank sent the FIRST written history on which the error appeared. You will need to provide:

- Your name and Account number, email address associated with your Account and Account number (if any);
- Why you believe there is an error, and the dollar amount involved; and
- Approximately when the error took place.

If you provide this information orally, Bank may require that you send your complaint or question in writing within ten (10) Business Days.

Bank will determine whether an error occurred within ten (10) Business Days after hearing from you and will correct any error promptly. If Bank needs more time, however, it may take up to forty-five (45) days to investigate your complaint or question. If Bank decides to do this, your Account will be credited within ten (10) Business Days for the amount you think is in error, so that you will have use of the money during the time it takes to complete the investigation. If Bank asks you to put your complaint or question in writing and you do not provide it within ten (10) Business Days, your Account may not be credited.

For errors involving new Accounts, point-of-sale transactions or foreign-initiated transactions, Bank may take up to ninety (90) days to investigate your complaint or question. For new Accounts, Bank may take up to twenty (20) Business Days to credit your Account for the amount you think is in error.

Bank will tell you the results within three (3) Business Days after completing the investigation. If Bank decides that there was no error, Bank will send you a written explanation. Copies of the documentation used in the investigation may be obtained by contacting Customer Service. If you need more information about your Account's error-resolution procedures, call Customer Service, or visit the Website.

B. Your Liability for Unauthorized Transactions

An Unauthorized Card Transaction occurs when your Card is used, and it was not authorized by you and did not benefit you. For example, if someone steals your Card, and uses your Card to access funds in your Account, an unauthorized Card Transaction has occurred. The following are not considered unauthorized Card Transactions: (i) if you give someone access to your Card and they use your Card without your knowledge or permission. You are responsible for transactions made in this situation; and (ii) a transaction that benefits you.

You agree to exercise reasonable control over your Card and Access Information. Tell Bank **immediately** if you believe your Card or Access Information has been lost or stolen, or if you believe that transactions have been made in your Account without your permission using your Card. You could lose all the money in your Account.

If you notify Bank 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 Bank within two (2) Business Days after you learn of the loss or theft of your Card and Bank can prove that Bank 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. If you are a California resident, you will not be liable for the \$500 amount described in this paragraph; however, if you fail to report any unauthorized use that appears on a periodic statement within 60 days of Bank's transmittal or making available your periodic statement to you, then you

may be liable for the amount of each unauthorized transfer that occurs after the close of the 60 days and before you provide notice to Customer Service, unless the delay in notifying Customer Service was due to extenuating circumstances beyond your reasonable control.

C. Your Liability for Unauthorized Visa® Debit Card Transactions

Transactions Routed through the Visa System: Visa Zero Liability Protection. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized transactions using your Card that take place on the Visa system without a PIN is \$0.00 if 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 (*See "Transactions Not Routed Through the Visa System" below*).

Transactions Not Routed Through the Visa System: Unauthorized transactions that are not routed through Visa are not protected by the Visa Zero Liability Protection policy. These types of transactions include (i) ATM transactions, and (ii) point of sale, PIN, PINless, automated clearing house, or other debit transactions not processed by Visa.

25. Communications

You agree that Bank may communicate with you through Ando, who acts as Bank's service provider with respect to this Agreement and that the [Electronic Communications Policy](#) applies to such communications.

In addition, if you provide Bank with your mobile phone number or contact Bank from your mobile number, you are providing this phone number for Bank or any third party acting on Bank's behalf to contact you at this number. You agree that Bank may use this phone number to contact you for any business purpose about your Card and you agree to be responsible for any fees or charges you incur as a result of providing this information. You may request this number not be used. Bank may offer options that allow you to receive or access text messages or other electronic communications from your mobile phone. By enrolling for these types of communications, you understand and agree to be responsible for any fees or charges you incur as a result of this enrollment. You agree that Bank may contact you from time to time regarding your Card in any manner Bank chooses unless the law says Bank cannot. For example, Bank may contact you by mail, telephone, email, fax, recorded message, text message, by using an automated dialer device. Bank may contact you at home, at your place of employment, on your mobile telephone, at any time including weekends and holidays, at any frequency and leave prerecorded messages or messages with others. When Bank attempts to contact you, Bank may identify ourselves, Bank's relationship and Bank's purpose for contacting you even if others might hear or read it. Bank's contacts with you about your Card are not unsolicited. Bank may monitor or record any conversation or other communication with you.

26. 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.

27. Waiver

Bank does not waive Bank's rights by delaying or failing to exercise them at any time. To the extent permitted by law and as permitted by the Agreement to Arbitrate below, you agree to be liable to Bank and Ando for any loss, costs, or expenses that Bank may incur as a result of any dispute or legal proceeding involving your Card or your Account.

28. Governing law and Agreement to Arbitrate

THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION.

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this Agreement, the laws of the State of New York, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Bank regardless of your location. Except for disputes that qualify for small claims court, all disputes arising out of or related to this Agreement or any aspect of the relationship between you and Bank (or Ando), whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury and you agree that Bank and you are each waiving the right to trial by a jury. You agree that any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted, and you are agreeing to give up the ability to participate in a class action. The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, as amended by this Agreement. The Consumer Arbitration Rules are available online at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by Bank that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against Bank for you.

If any portion of this Arbitration Provision is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Arbitration Provision, this Agreement, or any other agreement entered into by you with us. However, notwithstanding any language in this Arbitration Provision or this Agreement to the contrary, the Class Action Waiver is not severable from the remainder of this Arbitration Provision and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject

to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Arbitration Provision.

29. VIRTUAL CARD OPTION

If enabled, you may have the option of accessing your Account with, in addition to your physical Card, a virtual card represented by a 16-digit account number ("**Virtual Card**"). The Virtual Card may either be single-use, meaning the 16-digit account number will expire after a single transaction, or recurring-use, meaning you may use your 16-digit account number for multiple transactions.

You may elect to add your Virtual Card to one or more digital wallets ("**Digital Wallets**") supported by Bank and subject to the Bank's terms for adding your Virtual Card to a Digital Wallet.

The Digital Wallet provider may allow you to conduct transactions at a point of sale device and you may not be able to use your Virtual Card to perform transactions at such point of sale devices until you have selected a PIN pursuant to this Agreement.

You may use your Virtual Card to make purchases at any merchant that accepts Visa® debit cards or debit cards of other networks in which the Bank participates, subject to the funds available in your Deposit Account, the transaction limits described herein, and the other terms and conditions of this Agreement. You may not use your Virtual Card for making purchases at any vending machines, kiosks or gas station pumps. Each time you use your Virtual Card, you authorize Bank to reduce the value available in your Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the amount of available funds in your Account through an individual transaction or a series of transactions. If you do not have enough funds available in your Account, you can instruct the merchant to charge a part of the purchase to the Virtual Card and pay the remaining amount using another payment method. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. Nevertheless, if a transaction exceeds the amount of available funds in your Account, you will be fully liable to Bank for the full amount of the transaction and any applicable fees. Except for Virtual Cards added to any Digital Wallet, in accordance with and subject to the Digital Wallet Terms, you will not receive a PIN with your Virtual Card or set a PIN for your Virtual Card. When you make purchases with your Virtual Card at any POS device other than through a Digital Wallet provider, they may select "CREDIT" on the keypad to make a signature purchase. You may not use your virtual Card for online gambling or illegal transactions. Bank may temporarily "freeze" your Account and attempt to contact you if Bank notices transactions that are unusual or appear suspicious.

You may not use your Virtual Card for ATM's or to otherwise obtain cash anywhere.