

Benefits Card - Cardholder Agreement

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions / Definitions for the SelectAccount® Visa® Debit Card

This Cardholder Agreement ("Agreement") outlines the terms and conditions for the SelectAccount Visa Debit Card ("Card"). Review this Agreement before accepting it which will occur through either signing or activating your Card. The Card has been issued to you by The Bancorp Bank, Wilmington, Delaware (the "The Bancorp Bank"), "We", "us", or "Issuer"). The Issuer is an FDIC insured member institution. In this Agreement "you", "your" and "yours" refer to the authorized person who has received the Card. "Plan Sponsor", if applicable, means your employer or the association who is sponsoring your benefit plan ("Benefit Plan"). "Plan Service Provider" refers to MLI Life Inc. d.b.a. SelectAccount® as plan administrator or custodian as applicable. This Agreement governs the relationship between you and us regarding your Card, our services related to the Card, and funds accessed using your Card ("Funds"). Benefits are linked to a reimbursement account ("Reimbursement Account"), which will be associated with at least one of the following funded programs (each, a "Funded Program"): a Health Savings Account ("HSA") or a Voluntary Employees' Beneficiary Association ("VEBA"); or notional programs (each, a "Notional Program"): a Health Reimbursement Arrangement ("HRA") or a Flexible Spending Account ("FSA"). The types of benefits that are available to you under your plan documents, the limitations on those benefits, and the qualifications to participate in the Benefit Plan, are governed by other documents, including plan documents that your Plan Sponsor has provided to you. We are not a party to the Benefit Plan or those other plan documents. We are not a fiduciary with respect to the Benefit Plan and are not responsible for the plan documents or the administration of your Benefit Plan. Please read this Agreement carefully and keep it for your records. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. You agree to be bound by this Agreement and any future amendments to any terms and conditions herein. We can delay enforcing our rights under this Agreement without losing them.

The Card. The Card is a limited access device that can be used only at qualified locations (as set forth in the applicable Benefit Plan documents) where Visa debit cards are accepted. The balance of any Reimbursement Account related to a Funded Program is maintained in an account for you at MLI Life, Incorporated, d.b.a. SelectAccount, as custodian and/or Plan Service Provider. The balance of any Reimbursement Account related to a Notional Program is held in an account administered by the Plan Service Provider and maintained by your Plan Sponsor. Except with respect to any Reimbursement Account for a Funded Program, the Card is not connected in any way to any checking, savings, or bank account. The Card is NOT a credit card. You may use your Card to pay for qualified expenses at selected retail and service establishments that have agreed to accept the Card and are equipped with a point-of-sale terminal that can process Visa debit card transactions. Selected health care merchants may include vision, dental, hearing and medical clinics, hospitals, drugstores, medical laboratories, medical equipment, or other medical establishments offering health-care services. Qualified expenses for a Reimbursement Account are determined by applicable law, rules and regulations, as well as any plan documents provided by your Plan Sponsor, where applicable.

If you permit someone else to use your Card, we will treat this as if you have authorized this person to use your Card and you will be responsible for any transactions initiated by such person with your Card. Upon any purchase via a point-of-sale terminal, mail order, telephone order or other purchase transaction, the balance of your Reimbursement Account will be reduced by the amount of such purchase as applicable, or as determined by your Plan Service Provider. Your balance will also be reduced with any preauthorization "hold" a merchant sends us until the merchant sends us the final payment for your purchase. It may take up to seven days for the hold to be removed.

The use of your Card to purchase goods and services from merchants is treated as a claim against your Reimbursement Account as appropriate. You may use your Card only in the manner and for the purposes authorized by this Agreement and the rules and regulations, which apply to your Reimbursement Account. You are entitled to receive a receipt for each point-of-sale transaction originated by use of your Card. You do not have the right to stop payment on any point-of-sale transaction originated by use of your Card. You are responsible for all transactions initiated by use of your Card. You may be required to substantiate your point-of-sale transactions to comply with the IRS and Treasury regulations.

Any entity honoring the Card may choose or be required to obtain approval or authorization for any transaction. An authorization may be declined for a number of reasons, including, but not limited to, having an insufficient available balance or exceeding an applicable dollar limitation. After any purchase at a participating merchant, the amount available on your Card shall decrease by the amount of such withdrawal or purchase or by the amount of any debit hold requested by a merchant. We may process a transaction even if we have not authorized it, but that does not mean we will process or authorize the same type of transaction again. We may restrict access to or suspend your Card if we notice excessive use of the Card or other suspicious activities. We may reinstate access once we have rectified any problems. You are responsible for all authorized transactions

initiated by use of the Card. We will not make cash refunds on purchases. Any merchant credit vouchers for returns or adjustments will be credited to your Account when received by us. You must handle any claim or defense for purchases directly with the merchant or other business establishment that accepts the Card; and you must pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.

Availability of Funds. You acknowledge and agree that the amount available on your Card is limited to the amount available in your Reimbursement Account. Each time you use the Card, we will debit the amount of the transaction and any applicable fees or charges from the appropriate available balance on your Card as determined by your Plan Service Provider. If you believe that a transaction was deducted from the incorrect plan account, contact your Plan Service Provider. Any individual purchase or series of purchases may not exceed the available balance on your Card. If, however, a transaction does occur that exceeds the appropriate available balance(s) on your Card, you agree to have the amount of the overdraft (and applicable fee) deducted from any amount subsequently loaded to your Card. A transaction presented for authorization may be denied if it exceeds the appropriate available balance(s) on your Card or if there is a dispute over the Funds.

Foreign Transactions. You may make international transactions. If you do, Visa (i) will convert any foreign currency transaction into U.S. dollars using an exchange rate for the applicable central processing date that is (a) selected by the association from the range of rates available in wholesale currency markets (which rate may vary from the rate the association receives) or (b) the government-mandated rate; and (ii) will assess an International Service Assessment Fee of 1% on all international transactions if the transaction involves a currency conversion. Transactions made outside of the 50 United States and the District of Columbia are also subject to this currency conversion fee even if they are completed in U.S. currency. We may pass this fee on to you.

Transfer Types and Limitations. Each day you may spend up to the balance of your Reimbursement Account, your Reimbursement Account is also reduced by other claims against the applicable account. This Card does not have a PIN and cannot be used at any ATM.

Certification. Each Card transaction is a claim against your Reimbursement Account as appropriate, and all applicable IRS, Treasury and Plan Sponsor rules and regulations governing your account apply. Therefore, you may only use this Card to purchase eligible services and products for you and, if applicable, your spouse or a qualifying individual that you are entitled to claim as a dependent. Furthermore, you may only use this Card to pay for services or products that you are responsible for paying for which you have no other insurance coverage or reimbursement. When you (or an individual authorized by you) use this Card you accept responsibility to repay your Plan Sponsor or reimburse your HSA for ineligible transactions against your Reimbursement Account. If you fail to repay your Plan Sponsor for such amounts, you authorize your Plan Sponsor (to the extent permitted by law) to collect from you personally or withhold such funds from your pay or any other amounts due to your Plan Sponsor including any taxes, fines, surcharges or penalties that may be assessed for the use of your Card for ineligible services or products. You also understand that your Card may be immediately suspended and/or permanently terminated for failure to pay such amount.

Documentation Requirements. Supporting documentation should be retained for all transactions. For Reimbursement Accounts connected with an HSA, you are responsible to provide this supporting documentation to the Internal Revenue Service ("IRS") in the event you are audited. Under IRS and Treasury regulations, all other payments from your Reimbursement Account require your Plan Service Provider to obtain third-party substantiation of the transactions. Some transactions will be electronically substantiated and will not require you to submit documentation after the purchase. Those transactions that can not be electronically substantiated will require you to submit documentation to the Plan Service Provider. You are responsible for meeting any documentation requirements. Failure to meet documentation requirements could result in Card suspension or termination. Ask your Plan Service Provider for examples of electronic documentation and further instructions.

Repayment. You understand that if you use your Card to purchase an ineligible expense, as determined by the Plan Service Provider, the IRS, or any other party having authority, you have violated this Agreement and/or your obligations under your Benefit Plan. You are also required to repay your Reimbursement Account if a transaction is not electronically or manually substantiated in a timely manner. Your Plan Sponsor will provide you with information about your repayment obligations. Except with respect with a Reimbursement Account associated with an HSA, you understand that, upon notification, you must immediately repay any such expense to your Plan Sponsor, as applicable, and that your Card may be immediately suspended or terminated for such failure to comply. Distributions from a Reimbursement Account associated with a HSA must be for or supported by qualified medical expenses. Otherwise, either the Reimbursement Account must be repaid or the

Plan Service Provider must be notified to reclassify the transaction as a prohibited transaction that will be included in your gross income and subject to a substantial additional excise tax.

Amendment or Cancellation. We may amend or change any part of this Agreement or add or remove requirements at any time. If we do so, we will give you notice if required by law of such amendment or change by sending a notice to you at the last address we have for you in our records. However, if the change is made for security purposes we can implement it without prior notice. We may, at any time, with or without cause and without advance notice, terminate this Agreement and/or temporarily or permanently suspend your right to use the Card.

Notices. All notices shall be deemed given when sent by us to the last address we have for you in our records either electronically or mailed per your account profile with the Plan Service administrator.

Applicable Law. Applicable federal laws, rules and regulations shall govern this Agreement. To the extent federal law is not applicable, the laws of the state of Delaware shall govern this Agreement. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

Waiver. We may waive any of the provisions or conditions of this Agreement, but any such waiver shall be effective only on that occasion and shall not be construed as a continuing waiver on any other occasion.

Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

Business Days. For purposes of this Agreement, our business days are any day that is not a Saturday, Sunday, or Federal Holiday.

Customer Service. You are required to review your balance and transactions at least monthly by logging in to your account at www.selectaccount.com or by calling **800-859-2144**. Customer Service agents are available from 7 AM to 7 PM Central time Monday thru Friday except holidays. All calls with Customer Service agents are recorded and may be monitored for quality assurance or as required by applicable law.

Your Liability for Unauthorized Transfers. In case your Card is lost or stolen or your Card is used without your authorization, contact SelectAccount AT ONCE. Telephoning us at 800-859-2144 is the best way of doing this.

Alternatively you may do this at www.selectaccount.com or write to us at the following address: Attn: Lost/Stolen Dept, SelectAccount, P.O. Box 64193, St. Paul, MN 55164-0193. 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 the Plan Service Provider within two (2) business days and you are not grossly negligent or fraudulent in the handling of your Card. If you report a transaction not processed by Visa involving your Benefit Plan to the Plan Service Provider within two (2) business days of when you learn of the theft or loss of your Card, you can lose no more than \$50 if someone used your Card without your permission. If you do not contact the Plan Service Provider as stated above within two (2) business days of when you learned of the theft or loss, and the Plan Service Provider and/or Issuer can establish that it could have stopped someone from using the Card without your permission, you could lose as much as \$500. Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled "Information About Your Right to Dispute Errors". If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time 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 keep losses down.

Information About Your Right To Dispute Errors. In case of errors or questions about your Card Account, telephone us at 800-859-2144 or write us at Select Account, P.O. Box 64193, St. Paul, MN 55164-0193 as soon as you can, if you think an error has occurred involving your Card Account. 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 calling us at 800-859-2144 or writing us at P.O. Box 64193, St. Paul, MN 55164-0193. You will need to tell us: a) Your name and Card Account number. b) Why you believe there is an error, and the dollar amount involved. c) Approximately when the error took

place. If you provide this information orally, we may require that you send your complaint or question in writing within sixty (60) calendar days of the date of the transaction in error. Once your written dispute has been received, we will determine whether an error occurred within sixty (60) calendar days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will notify you verbally or in writing. If we ask you to put your complaint or question in writing and you do not provide it within sixty (60) calendar days of the date of the transaction in error, we may not credit your Card. For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. If we determine an error has occurred we will credit the transaction in error upon completing the investigation. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section.

Contact Regarding Transaction Qualification. All questions about whether a transaction is qualified to be made with your Card must be directed to your Plan Service Provider using the customer service contacts provided in this Agreement.

Issuer Rights and Liabilities. The Card(s) issued to you remain the property of the Issuer. You agree to sign your Card as soon as you receive it, and to surrender your Card to the Issuer or the Plan Service Provider upon request. Neither the Issuer nor the Plan Service Provider is responsible for the quality of goods or services purchased in a transaction, except to the extent any liability may be specifically imposed by applicable law. Neither the Issuer nor the Plan Service Provider shall have any liability if any Visa merchant or anyone else does not honor your Card, or if a merchant is unable to obtain an authorization with respect to any requested transaction or for the failure to complete any transaction. The Issuer shall not have any liability for any failure by the Employer or Plan Service Provider to provide you with required disclosures, account information or other customer service, even if those responsibilities are referred to in this Agreement or any failure to comply with the responsibilities of a custodian or trustee under the Internal Revenue Code, as amended. **YOU AGREE THAT ANY LIABILITY THAT THE ISSUER OR THE PLAN SERVICE PROVIDER MAY HAVE TO YOU AS A RESULT OF A FAILURE TO COMPLETE A TRANSACTION SHALL BE LIMITED TO THE FULLEST EXTENT THAT SUCH LIMITATION OF LIABILITY IS PERMISSIBLE UNDER APPLICABLE LAW, AND SHALL NOT INCLUDE ANY INDIRECT OR CONSEQUENTIAL DAMAGES.** If the Issuer or Plan Service Provider does not complete a transaction from the applicable Reimbursement Account on time or in the correct amount you may have a right to recover your proximately caused direct losses or damages, subject to certain exceptions.

Limitation on Enforcement of Obligations. Any proceeding by you to enforce an obligation, duty or right arising out of these Terms and conditions or applicable law with respect to your Card must be commenced within twelve (12) months after the cause of action occurs.

Privacy Statement. This policy is intended to describe how we collect, maintain, or disclose information about you the cardholder.

- What we collect. We collect nonpublic personal information about you from the following sources: information we receive from you, the Plan Service Provider, and Plan Sponsor, if applicable, on applications or other forms, and information about your transactions with us, our affiliates, or others.
- What we disclose. We do not disclose any nonpublic information about you, whether you are a customer or a former customer, to anyone, except as permitted by law.
- Confidentiality and security. We restrict access to nonpublic personal information about you to those employees that need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Confidentiality. We may disclose information to third parties about your Card or the transfers that you make from it:

- Where it is necessary to service your Card;
- In order to verify the existence and condition of your Card for a third party, such as a merchant or bank;
- For security purposes, fraud deterrence, and when necessary to prevent identity theft;
- In order to comply with government agency or court subpoenas and/or orders;
- If you give us your written permission; or
- In accordance with your Card's Privacy Statement.

Suspension/Termination. Your Plan Sponsor and/or you have the right to suspend or terminate a Card. We may suspend, revoke, or terminate it at any time in our sole discretion. For example, we may suspend, revoke or terminate your Card if we believe someone may or could be using it for fraudulent transactions or illegal activity, or if there is a dispute over the underlying Funds, etc. Cards remain our property and shall be surrendered by you upon our request. Your Card will be suspended if you (or an individual authorized by you) fail to use the Card in the manner it was intended. You will receive notification telling you why your Card is suspended and giving corrective instructions to reverse the suspension. A suspended Card can be reactivated after you take corrective action. Your Card may be suspended for inappropriate and/or abusive

transactions including, but not limited to, purchase of clearly non-eligible products or services, purchases for ineligible individuals, providing Card access to inappropriate individuals, or delinquent claim submission to document transactions, and failure to make necessary fund replacements in your Reimbursement Account. Your Card will be terminated if you lose eligibility status for your Reimbursement Account. Such a status change may include an employment status change or your Plan Sponsor no longer offering such accounts. We may also terminate your Card at the request of your Plan Sponsor if you (or an individual authorized by you) repetitively fail to use your Card in the manner it was intended. You will receive notice if your Card is terminated.

Miscellaneous. You may determine your Reimbursement Account balance by calling **800-859-2144** or logging in to your account at www.selectaccount.com. Unless terminated pursuant to this Agreement, your Card will expire on the last day of the month shown on the front of your Card.

We may transfer, sell, or assign our obligations with respect to the Card and under this Agreement. You may not transfer, sell or assign your rights with respect to the Card or under this Agreement.

We are not responsible for any goods or services you purchase with the Card.

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.

Arbitration

Purpose. This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

Definitions. As used in this Arbitration Provision the term **"Claim"** means any claim, dispute or controversy between you and us arising from or relating to the Card Account or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Cards of any additional Cardholders designated by you; (ii) the amount of available funds in the Card Accounts; (iii) advertisements, promotions or oral or written statements related to the Cards, goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court. As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Issuer, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional Cardholders.

Initiation of Arbitration Proceeding/Selection of Administrator. Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision 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. 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 use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (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, Los Angeles, CA 92614; website at www.jamsadr.com; or (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

Significance of Arbitration. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. 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.

Restrictions on Arbitration. 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.

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. 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 the mailing address we have in our records 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.

Arbitration Procedures. This Arbitration Provision 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"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. 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 Code. 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 requesting 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 Code 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.

Continuation. This Arbitration Provision shall survive termination of your Card as well as voluntary payment of any debt in full by you, and any legal proceeding by us to collect a debt owed by you. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

This Cardholder Agreement is effective 06/2012