

**CARDHOLDER AGREEMENT**  
**IMPORTANT – PLEASE READ CAREFULLY**

**Terms and Conditions/Definitions for the Awards2Go Visa® Prepaid Card**

This document constitutes the agreement (“Agreement”) between you and Stride Bank, N.A., outlining the terms and conditions under which the Awards2Go Visa Prepaid Card has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. You agree to sign the back of the Card immediately upon receipt. “Card” means the Awards2Go Visa Prepaid Card issued to you by Stride Bank, N.A. and distributed and serviced by IDT Payment Services, Inc. in all jurisdictions except New York where it is distributed by IDT Payment Services of New York LLC, both pursuant to an agreement Stride Bank, N.A. “Issuer” means Stride Bank, N.A. or its depository institution affiliate. The Issuer is an FDIC insured member institution. “Card Account” means the records we maintain to account for the value of claims associated with the Awards2Go Visa Prepaid Card. “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. “Program Manager” means IDT Payment Services, Inc. in all jurisdictions where the Card is purchased except New York where it means IDT Payment Services of New York LLC. “We,” “us,” and “our” mean the Issuer, and its successors, affiliates or assignees. You acknowledge and agree that the value available on the Card is limited to the funds that have been loaded onto the Card on your behalf. You have received this Card as a promotion, incentive or as an award without the payment of any monetary value or consideration. The Awards2Go Visa Prepaid Card is a prepaid card. The Card is not a checking account or connected in any way to any account other than a stored value account where your funds are held by the Issuer in a pooled account. You will not receive any interest on the funds in your Card account. The Card is NOT a credit card. The Card is not for resale. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement. These terms and conditions apply to both the purchaser and any other user of the Card. It is the purchaser’s obligation to provide these terms and conditions to any user; however, new terms and conditions may be provided, or any other questions or concerns answered, by calling 1-800-995-3065, or by visiting [www.awards2go.net](http://www.awards2go.net). Our business days are Monday through Friday, excluding federal holidays, even if we are open.

Write down the Account number you received and the customer service phone number provided in this Agreement on a separate piece of paper. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

**Activate Your Card**

**Your Card will be active when you receive it. You may begin using the Card as soon as you receive it.**

**Personal Identification Number (PIN)**

**Your PIN is the last 4 digits of your Card number. You can change your PIN by calling 1-800-995-3065. You may use your Card with out a PIN. To do so, enter “credit” when prompted to enter either “debit” or “credit” at the merchant terminal. You will be asked to sign the sales receipt. If you want to make a PIN transaction you will enter “debit” when prompted to enter either “debit” or “credit” at the merchant terminal.**

**Authorized Users**

You are responsible for all authorized transactions initiated and fees incurred by use of your Awards2Go Visa Prepaid Card. If you permit another person to have access to your Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

**Secondary Accountholder**

You may not request an additional number associated with this Card for another person.

**Cash Access**

You may not use your Card to obtain cash from an Automated Teller Machine (“ATM”), Point-of-Sale (“POS”) device, or by any other means.

**Loading Your Card**

Your Awards2Go Visa Prepaid Card is non-reloadable. You may obtain the value of your Card, by calling 1-800-995-3065 or visiting [www.Awards2Go.net](http://www.Awards2Go.net). The minimum amount of the initial load is \$5.00. The maximum amount of the initial value load is \$1,000.00. You will have access to your funds upon receipt of the Card.

**Using Your Card/Features**

The maximum amount that can be spent from your Card per day is the balance of the Card Account. The maximum value of your Card is restricted to \$1000.00. You may use your Card to obtain goods or services only in the U.S. and District of Columbia online, by mail or telephone wherever Visa® debit cards or NYCE® cards are accepted as long as you do not

exceed the value available in your Card. The Awards2Go Visa Prepaid Card may not be used outside of the U.S. and District of Columbia including online and mail or telephone orders if the merchant is outside of the U.S. Some merchants do not allow split transactions where you would use the Card as partial payment for goods and services and remit the remainder of the balance with another form of payment. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in your Card Account to the Awards2Go Visa Prepaid Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction your transaction is likely to be declined.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make with your Awards2Go Visa Prepaid Card. Your Account cannot be redeemed for cash. You may not use your Awards2Go Visa Prepaid Card for online gambling or any illegal transaction.

Each time you use your Awards2Go Visa Prepaid Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount 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, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

**Merchant Authorization Holds**

With certain types of purchases (such as those made at restaurants, hotels, gas stations when you “pay at the pump”, or similar purchases), your Card may be “preauthorized” for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. 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. We will only charge your Card Account for the correct amount of the final transaction, however, and will release the hold on any excess amount when the transaction finally settles. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Account. You may not make preauthorized regular payments from your Card Account.

**Registering Your Awards2Go Visa Prepaid Card**

It is recommended that you register your Card. To register your Card, go to [www.Awards2Go.net](http://www.Awards2Go.net).

**Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with your Awards2Go Visa Prepaid Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must handle it directly with the merchant.

**Fee Schedule**

**All fee amounts will be withdrawn from your Card and will be assessed as long as there is a remaining balance on your Card, except where prohibited by law. Anytime your remaining Card balance is less than the fee amount being assessed, the balance of your Card will be applied to the fee amount.**

<b>Monthly Maintenance Fee</b>	Except where prohibited by law, a \$2.50 fee will be charged per month beginning on the twenty fifth (25) month from the date the Card is loaded. To find out the load date of your Card, go to <a href="http://www.Awards2Go.net">www.Awards2Go.net</a> . The monthly maintenance fee will be applied until the value of your Card reaches zero.
<b>Card Replacement/Lost Stolen Fee</b>	<b>\$5.00 (per Card) will be deducted from your Card balance if a Card is reissued or replaced for any reason except to replace an expired Card.</b>

This fee schedule is effective as of February 2024 and is subject to change upon notice in accordance with applicable law.

**Lost or Stolen Card**

If you need to replace your Card for any reason, please contact us at 1-800-995-3065 to request a replacement Card. You will be required to provide personal information which may include your Account number, full name, transaction history, and other relevant information. There is a fee for replacing your Card except to replace an expired Card.

**Expiration**

Your Awards2Go Visa Prepaid Card will expire eight (8) years from the date it was purchased. The funds in your Card Account do not expire. You will not be able to use your Card after the expiration date; however, you may request a replacement Card at no cost to you by calling us at 1-800-995-3065.

### **Transactions Made In Foreign Currencies**

You may not make transactions in foreign currencies. Your Card may only be used within the U.S and District of Columbia.

### **Receipts**

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

### **Card Account Balance/Periodic Statement**

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may access your available balance by calling 1-800-995-3065. This information, along with a ninety (90) day history of Card transactions, is also available online at [www.awards2go.net](http://www.awards2go.net). You also have the right to obtain a ninety (90) day written history of Card transactions by calling 1-800-995-3065 or by writing to Customer Service, IDT Payment Services of New York, LLC, 520 Broad Street, Newark, NJ 07102.

### **Confidentiality**

We may disclose information to third parties about your Card or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as a merchant;
- (3) In order to comply with government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission; or
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

### **Our Liability for Failure to Complete Transactions**

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If through no fault of ours, you do not have enough funds available in your Awards2Go Visa Prepaid Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) 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;
- (4) If access to your Awards2Go Visa Prepaid Card has been blocked after you reported your Awards2Go Visa Prepaid Card lost or stolen;
- (5) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (8) Any other exception stated in our Agreement with you.

### **Your Liability for Unauthorized Transfers**

Contact us at once if you believe your Awards2Go Visa Prepaid Card has been lost or stolen, or there has been unauthorized activity from your Awards2Go Visa Prepaid Card. Call us at 1-800-995-3065; telephoning is the best way to minimize your possible losses. We may ask for the Card number and other identifying details. **We cannot assist you if you do not have the Card number.**

Under Visa operating rules, unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transaction using your lost or stolen card. You must notify us within 2 business days of the transaction at issue in order to take advantage of any such limited liability provisions. This reduced liability does not apply to PIN transactions not processed by Visa or ATM cash withdrawals. We reserve the right to investigate any claim you may make with respect to a lost or stolen Card or unauthorized transaction, and you agree to cooperate with such investigation. We may ask you for a written statement, affidavit or other information in support of the claim. In the event of actual or suspected unauthorized use, we will cancel your card, and issue a replacement card if available funds remain on the card. We will charge a Replacement Card Fee of \$5 as noted in the fee table above to replace any lost/stolen Card, which will be deducted from the balance on the Card. A reissued Card may take up to 30 days to process.

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 Transactions". 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, we may not be able to resolve the claim in your favor.

### **Other Terms**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. Your Awards2Go Visa Prepaid Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Awards2Go Prepaid 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 anytime. 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 Oklahoma except to the extent governed by federal law.

### **Amendment and Cancellation**

We may amend or change the terms and conditions 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 change without prior notice. We may cancel or suspend your Awards2Go Visa Prepaid Card or this Agreement at any time for any reason (for example, if we suspect fraud or unauthorized activity), subject to applicable law. You may cancel this Agreement by contacting us in writing. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

We reserve the right, in our sole discretion, to limit your use of the Awards2Go Visa Prepaid Card. We may suspend or terminate Awards2Go Visa Prepaid Card privileges with or without cause or notice, other than as required by applicable law. In the event that your Awards2Go Visa Prepaid Card is cancelled, closed, or terminated for any reason and you have registered your Awards2Go Visa Prepaid Card with your personal information, you may request the unused balance to be returned to you via a check to the mailing address we have in our records.

### **Information About Your Right to Dispute Transactions**

In case of errors or questions about your Card, call 1-800-995-3065 or write to Customer Service, IDT Payment Services of New York LLC, 520 Broad Street, Newark, NJ 07102. If you think your transaction history or receipt is wrong or if you need more information about a transaction listed on the transaction history or receipt. You must contact us no later than sixty (60) days after we have posted on the Awards2Go website ([www.Awards2Go.net](http://www.Awards2Go.net)) the transaction on which the problem or error occurred.

In case of a discrepancy or questions about the Card Account transactions you will need to tell us:

1. Your name and 16-digit Card number.
2. A description of the transaction you are unsure about, and explain why you believe it is a discrepancy or why you need more information.
3. The dollar amount of the discrepancy.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. You agree to cooperate fully with our investigation and to provide any additional information or documentation we may need for the claim. Once we have the required details, information, and/or documents, we will determine whether a discrepancy occurred. Our investigation may take up to one hundred and twenty (120) days from the transaction settlement date. If we ask you to put details in writing and you do not provide them within sixty (60) calendar days of the date we posted the transaction(s) you are questioning, we may not be able to resolve the claim in your favor.

We will tell you the results within three (3) business days after completing the investigation. If we determine that there was a discrepancy, we will correct the discrepancy promptly and credit the Card Account. If we decide there was no discrepancy, 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.

### **English Language Controls**

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

### **Customer Service**

For customer service or additional information regarding your Account, please contact us at:

IDT Payment Services of New York LLC  
520 Broad Street  
Newark, NJ 07102  
1-800-995-3065

**Governing Law, Court Proceedings, Damages, Arbitration:** Except as set forth in the Waiver of Jury Trial and Arbitration Agreement below, (1) this Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Oklahoma; (ii) any action or proceeding with respect to this Agreement or any services hereunder shall be brought only before a federal or state court in the State of Oklahoma; and (iii) you agree to pay upon demand all of our costs and expenses incurred in connection with the enforcement of this Agreement. If we are served garnishments, summonses, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction.

**ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL: THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS YOU OPT-OUT AS DETAILED IN THE ARBITRATION SECTION BELOW.**

**READ THIS ARBITRATION PROVISION. UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION PROVISION BY OPTING OUT IN ACCORDANCE WITH PARAGRAPH b, CAPTIONED "OPT-OUT PROCESS," THE ARBITRATION PROVISION WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, IN THE EVENT OF A DISPUTE.**

- a. **General:** This Arbitration Provision describes when and how a Claim (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. As solely used in this Arbitration Provision, the terms "we," "us" and "our" mean not just Stride Bank, N.A. but also our parent companies, subsidiaries, affiliates, successors, assigns and any of these entities' employees, officers, directors and agents.
- b. **Opt-Out Process.** If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written opt out notice which contains your Card Account number, your name and address and a signed statement that you opt out of the Arbitration Provision of this Agreement. The opt out notice must be sent to us by mail at Stride Bank, N.A. 324 W. Broadway Ave Enid, OK 73701 (You should retain a copy of your opt-out notice and evidence of mailing or delivery.) An opt out notice is only effective if it is signed by you and if we receive it within thirty (30) days after the date you received this Agreement. Indicating your desire to opt-out of this Arbitration Provision in any manner other than as provided above is insufficient notice. Your decision to opt out of this Arbitration Provision will not have any other effect on this Agreement and will not affect any other arbitration agreement between you and us, which will remain in full force and effect. If you don't reject this Arbitration Provision, it will be effective as of the date you received this Agreement.
- c. **What Claims Are Covered:** "Claim" means any claim, demand, dispute or controversy between you and us that in any way arises from or relates to your Card Account (whether past, present or future). For purposes of this Agreement, the term "Claim" shall have the broadest possible meaning. Despite the foregoing, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court.
- d. **Starting or Electing to Require Arbitration:** Either you or we may start an arbitration of any Claim or require any Claim to be arbitrated. Arbitration is started by initiating an arbitration or

required by giving written notice to the other party requiring arbitration. This notice may be given before or after a lawsuit has been started over the Claim and may address any Claims brought in the lawsuit, provided that a party may not pursue a Claim in a lawsuit and then seek to arbitrate that same Claim unless the other party has asserted another Claim in the lawsuit or an arbitration. The notice may be in the form of a motion or petition to compel arbitration. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration Administrator.

- e. **Choosing the Administrator:** “Administrator” means the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org); JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com), or any other company selected by mutual agreement of the parties. If AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party asserting the Claim (the “Claimant”) may select the Administrator. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that purports to override the Class Action Waiver.
- f. **Court and Jury Trials Prohibited; Other Limitations on Legal Rights:** IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR AND OUR ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
- g. **Prohibition Against Certain Proceedings:** IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT OR CLASS MEMBER; (2) NEITHER YOU NOR WE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION.
- h. **Location and Costs of Arbitration:** Any arbitration hearing that you attend in person must take place at a location reasonably convenient to you, as determined by the arbitrator. Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. If either you or we require a Claim to be arbitrated, you may tell us in writing that you cannot afford to pay the fees charged by the Administrator and/or the arbitrator or that you believe those fees are too high. If your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the Administrator and/or arbitrator. Also, we will pay these fees if applicable law requires us to, if you prevail in the arbitration or if we must bear such fees in order for this Arbitration Provision to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or arbitrator. We will bear the expense of our attorneys, experts and witnesses. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration. However, if you are the Claimant, we will pay your reasonable attorney, expert and witness fees and costs if you prevail or if we must bear such fees and costs in order for

this Arbitration Provision to be enforced. Also, we will bear any fees and costs if applicable law requires us to do so.

- i. **Governing Law:** This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
- j. **Rules of Interpretation:** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision also is binding upon and benefits us. This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement, any legal proceeding and any bankruptcy, to the extent consistent with applicable bankruptcy law. This Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of this Agreement, on the other hand, this Arbitration Provision shall govern.
- k. **Severability:** 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.
- l. **Survival.** This arbitration provision shall survive: (1) cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.
- m. **Miscellaneous Provisions:** When any provision in this Agreement states that we may take certain actions, we may do so in our sole discretion. We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Waiver of Jury Trial and Arbitration above, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account.

This Cardholder Agreement is effective 02/2024