

Terms & Conditions

IBC BANK/COMMERCE BANK VISA PAYROLL CARD TERMS AND CONDITIONS

Version 1.0

INTRODUCTION.

These terms and conditions (this “Agreement”) are between you and the International Bank of Commerce/Commerce Bank and govern your use of the IBC Bank/Commerce Bank Payroll Card. By using the Card, or allowing someone else to use the Card, you agree to all the terms and conditions of this Agreement. Your acceptance is evidenced by your signing the reverse side of the Card or using the Card in any transaction. It is very important that you read this Agreement fully before you use your Card and that you keep this Agreement for future reference. **NOTE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING, INDIVIDUAL ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.**

DEFINITIONS.

“**AAA**” has the meaning set forth in the section entitled “**ARBITRATION.**”

“**Agreement**” has the meaning set forth in the section entitled “**INTRODUCTION.**”

“**ATM**” means Automatic Teller Machine

“**Bank**” means IBC Bank/Commerce Bank, also referred to as “**IBC Bank,**” the “**issuer,**” “**our,**” “**us,**” and “**we,**” as issuer of the Card.

“**Card**” or “**Payroll Card**” means the IBC Bank/Commerce Payroll Card purchased by your employer that is used to remit to your salary, benefits, and other payments from your employer.

“**FAA**” has the meaning set forth in the section entitled “**ARBITRATION.**”

“**FDIC**” means the Federal Deposit Insurance Corporation.

“**PIN**” means a personal identification number, as described in the section entitled “**NATURE OF THE CARD.**”

“Transaction” means any request by You (1) to purchase or lease goods or services using the Card, which is either authorized or denied by the Bank, or (2) to obtain information about the amount of unused value remaining on the Card.

“You” and **“your”** mean the employee whose salary and other payments are loaded on the card, and/or any other person you authorize to use the Card.

NATURE OF THE CARD.

To register your card, go to www.ibcvisapayrollcard.com or call 1-866-355-9097

Your Card is an access device that permits you to use funds up to the balance on your Card to engage in Transactions. The Card does not constitute a checking, savings, or other bank account and is not connected in any way to any other account you may have with the Bank. Your Card's value is limited to the balance on your Card. Once you register your Card, your funds associated with your Card are held in a special custodial account at the Bank on your behalf. The amount of money held in this custodial account is aggregated with other accounts with the Bank and are covered by FDIC deposit insurance up to the maximum limit provided by the FDIC. You must register your Card in order to receive these deposit insurance protections and other important communications about your Card.

The Card allows you to make Transactions with most merchants who honor Visa® debit cards, including for online purchase transactions, subject to certain usage restrictions set forth below. You can use the Card as often as you like, if you do not exceed the U.S. dollar amount in your account. Each time you use your Card to purchase goods or services, you authorize us to charge the amount of the purchase against the money on your Card. This is not a credit facility. The Card is not a credit card. Even though a name may be printed on the Card, others may attempt to use it. For these reasons, you should always treat and protect the Card as if it were cash.

We may, at our option, give you a Personal Identification Number (“PIN”). If you believe anyone has gained unauthorized access to your PIN, you should notify us immediately, following the procedures in the section of this Agreement entitled “ERROR RESOLUTION: UNAUTHORIZED TRANSACTIONS & LOST OR STOLEN CARDS.”

USAGE RESTRICTIONS.

Use of your Card to purchase goods and services from merchants constitutes a simultaneous demand upon and reduction of the U.S. dollar amount accessible by your Card. The Bank is not responsible if any person or entity refuses to honor the Card or for defects in or non-delivery of any goods or services you purchase or lease using the Card or the failure of any merchant to correctly complete a Transaction. In such cases, you must deal directly with the merchant involved. If any merchant agrees to make full or partial refund of any Transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to your Card, cash refund or in-store credit. If you receive a refund from a merchant in the form of a credit back to the Card, the credit may not be added to the available funds on your Payroll Card for up to

seven (7) business days after the merchant issues a refund to the Card. Our business days are 9 AM to 5 PM Central Time, Monday through Friday, excluding Federal Reserve holidays. Return and refund policies are dependent on the merchant from whom the purchase was made. At the time of any exchange or return, you should present both the merchandise receipt and the Payroll Card.

A merchant may decline to give you cash back on a Transaction (for example, where your purchase is U.S. \$20 and you ask the merchant to charge the Card U.S. \$30 so that you can receive U.S. \$10 in “change”). You may not use your Card for, and we may decline authorization for, in our sole discretion, any illegal Transaction, any Transaction which we think is suspicious, any Transaction the cost of which exceeds the balance available on your Card, or any Internet gambling Transaction. You agree that we are not liable for declining authorization for any Transaction, regardless of our reason. The Payroll Card can be used to access cash at any ATM.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who registers a Card. When you register your Card, we will ask for your name, address, date of birth, Social Security number, phone number, and other information that will allow us to identify you. We will also request information of any additional cardholder, including, but not limited to, the full name and date of birth of any additional cardholder. If we are unable to verify your identity, we may choose to permit you to use a temporary card until the money on the temporary card has been fully spent, but you will not receive a Card personalized with your name.

Certain restrictions and limits may exist on the amount which may be loaded to your Card at any one time. For example, the maximum Card value may be limited based on your employer’s directive.

RESTAURANTS, GAS STATIONS AND OTHER SPECIAL USAGE SITUATIONS.

Some merchants, such as restaurants, hotels, and rental companies, may authorize your Card for more than the face amount of the Transaction, such as to cover any anticipated gratuities, incidental charges or deposits. Similarly, automated gas pumps that accept credit or debit cards for payment may authorize your Card for amounts to cover the anticipated full amount of the Transaction. If any such authorization is greater than the balance available on your Card, your Transaction may be declined.

SPLIT TENDER TRANSACTIONS.

You may request a “split tender” transaction from a merchant to pay for any remaining balance exceeding the available balance on your Card. For example, if you wish to make a U.S. \$20 purchase but only have U.S. \$15 of value remaining on your Card, you may ask to use your Card to pay U.S. \$15 and then pay the remaining U.S. \$5 by other means such as cash, check or credit card. Some merchants may not honor such a request. We are not responsible for any merchant’s agreement, refusal, or failure to honor such a request.

INTERNATIONAL TRANSACTIONS.

If you perform an ATM or Point of Sale Transaction at a non-U.S. location in a currency other than U.S. dollars, the requested amount will be converted from the local currency transaction amount to U.S. dollars under regulations established by Visa®. A Visa® fee of 3% is assessed on all transactions that take place outside of the U.S. Each non-U.S. transaction will be denoted on your monthly statement, available at www.ibcvisapayrollcard.com. Pursuant to applicable federal law, you agree not to use the Card for Transactions with any person or country designated by the United States Department of the Treasury's Office of Foreign Assets Control (OFAC) as subject to sanctions or other restrictions that would prohibit such Transactions, such as any person on OFAC's Specially Designated Nationals List.

BALANCE AND TRANSACTION HISTORY.

You may obtain information about the amount of money you have remaining in your prepaid account by calling 1-866-355-9097. This information, along with a 12-month history of account transactions, is also available online at www.ibcvisapayrollcard.com. You also have the right to obtain at least 24 months of written history of account transactions by calling 1-866-355-9097, or by writing us at IBC Service Center, 8770 Tesoro, San Antonio, Texas 78217, Attn.: Card Services. You will not be charged a fee for this information unless you request it more than once per month.

CLOSING YOUR CARD.

You may close your Card at any time online at www.ibcvisapayrollcard.com or by calling 1-866-355-9097. Any remaining value on your Card will be refunded to you in accordance with the section of this Agreement entitled Refund of Unused Value.

AVAILABILITY OF CARD VALUE.

Dollar amounts placed on your Card generally become available for withdrawal on the business day following the purchase of the Card. Our business days are 9 AM to 5 PM Central Time, Monday through Friday, excluding Federal Reserve holidays. **However, availability may also be based on your employer's directive.**

Instructions received by the Bank to add dollar amounts to your Card are subject to verification, and any errors in settling such entries will be corrected by Bank through adjustments to the dollar amount stored on the Card or through other recovery from or reimbursements to you.

Any settlement given by us for an entry, by dollar amount to the Card or otherwise, shall be a provisional settlement until the entry has been finally paid. Entries returned to us may be charged back against your Card or otherwise recovered from you. You hereby authorize us in our sole discretion to re-present entries, without notice to you, for collection.

EXPIRATION AND TERMINATION.

Your Card is valid until the expiration date shown on the face of your Card, or until the entire value on your Card has been exhausted, whichever comes first. The Card is Bank property, and we may terminate the Card at any time without cause or notice. You must surrender a terminated Card. In the event of termination, remaining funds on the Card will be provided to you as set forth in the REFUND OF UNUSED VALUE section of this Agreement.

REFUND OF UNUSED VALUE.

Upon expiration or termination of your Card, you may obtain a refund of any unused balance value on the Card and may choose to obtain this refund in any of the following ways: in cash; a deposit into the account used to fund the Card; a deposit into another account that you specify; or issuance of a replacement Card. **If you choose to close your Card and receive the balance of unused funds, an Unload Fee will be charged as provided in the attached Schedule of Fees.**

Under certain states' laws, if the Card is not used for a period of time, we may be required to pay the unused funds on the Card to the state as "unclaimed property"; if that occurs, we may deactivate the Card, but if required by law we will make the full unused funds available to you at your request and will provide you with a new Card. Please contact us for further assistance with this issue.

You authorize us to make any inquiries to a consumer reporting agency as we deem appropriate in connection with the activation, issuance, loading or review of the Card, whether for issuance, fraud, misuse or any other reason.

DISPUTES WITH MERCHANTS.

We are not responsible for the delivery, quality, safety, legality or any other aspects of goods and services you purchase from merchants with the Card.

FRAUD & IDENTITY THEFT.

In the event that you believe you are a victim of identity theft, we suggest that you contact the fraud department of each of the three major consumer reporting agencies (credit bureaus) and request that they place a fraud alert and a victim's statement in your file. The fraud alert puts creditors on notice that you have been the victim of fraud, and the victim's statement asks them not to open additional accounts without first contacting you.

The following are the telephone numbers for the fraud departments of the 3 major credit bureaus:

TransUnion:	1-800-680-7289
Equifax:	1-800-525-6285
Experian:	1-800-397-3742

You may request a free copy of your credit report. Credit bureaus must provide a free copy of your report if you have reason to believe the report is inaccurate because of fraud and you submit a request in writing.

Review your report to make sure no additional fraudulent accounts have been opened in your name or unauthorized changes made to your existing accounts. Also, check the section of your report that lists “inquiries” and request that any inquiries from companies that opened the fraudulent accounts be removed. Contact any creditor where you have an account that you think may be the subject of identity theft. Request that they restrict access to your account, change your account password or close your account if there is evidence that your account has been the target of criminal activity. You should also file a report with your local police department.

NOTICE OF ATM USER PRECAUTIONS.

As with all financial transactions, we recommend that you exercise discretion when using an ATM. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions prior to reaching the ATM to minimize transaction time.
2. Always save your ATM receipts. Don't leave them at the ATM because they may contain important account information.
3. Don't lend your Card to anyone.
4. Protect your Card as if it were cash. Do not leave your Card at the ATM.
5. Protect the secrecy of your PIN. Don't tell anyone your PIN. Don't give anyone information regarding your Card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
6. Prevent others from seeing you enter your PIN by using your body to shield their view.
7. If you lose your Card or if it is stolen, promptly notify us at 1-866-335-9097.
8. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM.
9. Don't accept assistance from anyone you don't know when using an ATM.
10. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, put away your Card and leave. You might consider using another ATM or coming back later.

11. Don't display your cash; put it away as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surroundings.
12. At a drive-up facility, make sure all your car doors are locked, and all of the windows are up, except the driver's window. Keep the engine running and remain alert to your surroundings.

ERROR RESOLUTION: UNAUTHORIZED TRANSACTIONS & LOST OR STOLEN CARDS.

Tell us AT ONCE if you believe your Card, PIN, and/or Card number has been lost or stolen, or if you believe that a transaction has been made without your permission using information from your Card. Telephoning is the best way of keeping your possible losses down. You could lose all the money on your Card. If you tell us within 2 business days after you learn of the loss or theft of your Card and/or Card number, even if Visa® Zero Liability, as described herein, does not apply, you can lose no more than \$50 if someone used your Card and/or Card number without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card and/or Card number, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or made available to you (as discussed further herein), you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card, PIN, and/or Card number has been lost or stolen, call us at 1-866-335-9097 or write us at: IBC Service Center, 8770 Tesoro, San Antonio, Texas 78217, Attn.: Card Services.

For purposes of these disclosures, our business days are 9 AM to 5 PM Central Time, Monday through Friday, excluding Federal Reserve holidays.

Visa®Zero Liability: Under Visa® rules, you may not be liable for an unauthorized transaction made with your Card or Card number if you notify us of the unauthorized transaction within 60 calendar days of the posting of the transaction against the balance on your Card and we determine that you have exercised reasonable care in safeguarding your Card from risk of loss or theft and did not engage in fraud or collusion. The 60-day period commences on the date of the posting even if you do not access your transaction history which is available through our website. The unauthorized transaction at issue must be posted to your Card before replacement funds may be issued to your Card.

In Case of Errors or Questions About Your Electronic Transfers

In Case of Errors or Questions About Your Prepaid Account Telephone us at [telephone number] or Write us at IBC Service Center, 8770 Tesoro, San Antonio, Texas 78217, Attn.: Card Services. or email us at TreasuryManagement@ibc.com as soon as you can, if you think an error has occurred in your prepaid account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your 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 1-866-355-9097 or writing us at IBC Service Center, 8770 Tesoro, San Antonio, Texas 78217, Attn.: Card Services. You will need to tell us:

Your name and Card number.

Why you believe there is an error, and the dollar amount involved.

Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution procedures, call us at 1-866-355-9097 or visit www.ibcvisapayrollcard.com

OTHER ELECTRONIC FUND TRANSFER ACT DISCLOSURES ABOUT YOUR CARD.

1. Transfer Types and Limitations:

1. Account access: You may use your Card to: (i) Withdraw cash from your Payroll Card at participating ATMs and payment processors; (ii) Pay for purchases at locations that have agreed to accept prepaid debit cards; and (iii) Pay bills.
2. Limitations on account activity: (i) Payroll Card values may be limited based on employer's directive; (ii) ATM withdrawal limits are defined by the ATM owner, but Bank reserves the right to set maximum daily and per transaction withdrawal limits. You will be notified of these limits in accordance with applicable law. In addition, we reserve the right to set limits as part of our internal fraud loss control and Anti-Money Laundering/Bank Secrecy Act policies.

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

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

Please refer to our Privacy Policy for more information.

3. Documentation:

1. Terminal transfers: You can get a receipt at the time you make any transfer to or from your Card using one of our automated teller machines or point-of-sale terminals.
2. Preauthorized credits: If you have arranged to have direct deposits made to your Card at least once every 60 calendar days from the same person or company, the person or agency making the deposit will tell you every time they send us the money. You may call us at 1-866-335-9097 or check your Online Statement on the website www.ibcvisapayrollcard.com to find out if the deposit has been made.
3. Periodic statements: You will have access to your account statement on the website www.ibcvisapayrollcard.com and as otherwise described in this Agreement. This statement will be available to you regardless of whether or how often you use your Card. Should you wish, a paper statement will be made available to you according to the terms in this Agreement and, if applicable, the Schedule of Fees disclosed to you.

4. Preauthorized payments:

1. Right to stop preauthorized payments and procedure for doing so: If you have told us in advance to make regular payments from your account, you can stop any of these payments at any time by calling us at: 1-866-335-9097, emailing us at: TreasuryManagement@ibc.com or writing us at: IBC Service Center, 8770 Tesoro, San Antonio, Texas 78217, Attn: Card Services, in time for us to receive your request at least 3 business days before the payment is scheduled to be made. If you

call, we may also require you to put your request in writing and get it to us within 14 calendar days after your call. You will not be charged for this service.

2. Notice of varying amounts: If these regular payments may vary in amount, it is the merchant's responsibility to notify you, per their payment policy, when this payment will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
3. Liability for failure to stop payment of preauthorized transfer: If you order us to stop payments of a preauthorized transfer at least 3 business days before the transfer is scheduled, and we do not do so, we will be liable to you for your losses or damages. Otherwise, you will be liable.
4. Financial institution's liability: If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (i) if, through no fault of ours, there is not enough money in your account to make the transfer; (ii) if the transfer would exceed the available balance on your Card; (iii) if the automated teller machine where you are making the transfer does not have enough cash; (iv) if the terminal or system was not working properly and you knew about the breakdown when you started the transfer; (v) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. There may be other applicable exceptions stated in our Agreement with you.
5. ATM fees: When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).
6. Error resolution procedures: Please see the section of this Agreement titled **ERROR RESOLUTION: UNAUTHORIZED TRANSACTIONS & LOST OR STOLEN CARDS.**

VISA® RULES.

The Rules and Regulations of Visa® International are incorporated herein for all purposes to the extent applicable to the Card. If these rules prohibit or limit any claim or defense you may have against a merchant or against us, then you will be bound by such prohibition or limitation. However, these rules will not limit the rights we are obligated to give you under applicable laws and regulations.

ASSIGNMENT OF RIGHTS AND VALIDITY OF TERMS.

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying

or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.

AMENDMENT AND CANCELLATION.

We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice.

We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by calling 1-866-335-9097. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

We will not change any fees, or the terms or conditions concerning expiration of the Card or funds, after purchase.

TELEPHONE MONITORING/RECORDING.

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

AVAILABILITY OF DISCLOSURES.

The Electronic Fund Transfer Disclosure (which is part of your Card Agreement) and Privacy Policy Notices are available to you in hard copy or electronic format. You may consent to electronic delivery of future disclosures at www.ibcvisapayrollcard.com. Subsequent disclosures such as change in terms notices will be provided to you electronically if you have consented to receipt of electronic disclosures and have not withdrawn your consent. Upon request, the disclosures will be provided to you in paper format if you send a written request to IBC Service Center, 8770 Tesoro, San Antonio, Texas 78217, Attn.: Card Services, or call 1-866-335-9097.

You may withdraw your consent to view the disclosures electronically. In order to withdraw your consent, you must contact us in writing at IBC Service Center, 8770 Tesoro, San Antonio, Texas 78217, Attn.: Card Services, or call 1-866-335-9097.

In order to view the disclosures electronically the following minimum computer hardware and software requirements must be met: Windows compatible or Macintosh personal computer system with Internet connectivity; available hard disk drive space of at least 50 MB; a computer pointing device, such as a mouse; 128-bit SSL (Secure Socket Layer)-compatible browser, such as Internet

Explorer 7.0, or higher; computer monitor capable of displaying Internet Web pages and graphics; graphical user interface operating system, such as Windows XP or later, or Mac OS9 or later.

SCHEDULE OF FEES RELATED TO THE CARD.

For the current list of fees related to your Card, please see [ADDENDUM – Schedule of Fees].

GOVERNING LAW; SEVERABILITY.

This Agreement is governed by the applicable laws and regulations of Texas and of the United States. If any term of this Agreement is invalid or changed by applicable law, then the remaining terms of this Agreement will not be affected, and this Agreement will be interpreted as if the invalid term(s) had not been placed in this Agreement.

ARBITRATION.

The parties agree as follows:

1. Any and all controversies, including without limitation, all past, present and/or future credit facilities and/or agreements between the parties, including individual partners, affiliates, officers, directors, employees, agents, and/or representatives of any party shall be resolved by arbitration before a panel of at least one/three neutral arbitrator(s) in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), including the Supplementary Procedures for Consumer-Related Disputes, then in effect, which includes fee caps. Claims and controversies involving an aggregate amount of less than U.S. \$10,000.00 shall be conducted in accordance with the AAA rules for the resolution of consumer-related disputes of less than U.S. \$10,000.00. Such arbitration shall be governed by the Federal Arbitration Act (the “FAA”) (and where not inconsistent with the FAA, Chapter 172 of the Texas Civil Practice and Remedies Code).
2. The parties agree that (i) no arbitration proceeding hereunder shall be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers or persons similarly situation and (ii) no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration provision.
3. By such agreement, the parties acknowledge that they are waiving right to a jury trial. The parties to this Agreement retain the right to pursue a claim in small claims court for disputes or claims within its jurisdiction.
4. Venue for such arbitration shall be to the county where the transaction was entered into.
5. The arbitrator shall apply the laws of the State of Texas (without giving effect to its conflict of laws rules) in determining the substance of the dispute, controversy or claim and shall decide the same in accordance with applicable usages and terms of trade. Evidentiary questions shall be governed by the Federal Rules of Evidence.

6. Any award pursuant to such arbitration shall be final and binding upon the parties, and judgment on the award may be entered in any federal or state court sitting or located in Travis County, Texas, or in any other court having jurisdiction. Any award made by the Arbitrator shall include a written statement of the legal and factual basis of the award.
7. This Arbitration provision shall survive the termination or expiration of this Agreement.

NO ORAL AGREEMENTS.

THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR RESPECTIVE AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CARD OR ANY PURCHASES MADE WITH THE CARD, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from jurisdiction to jurisdiction.

YOU AGREE THAT WE AND OUR RESPECTIVE AFFILIATES SHALL HAVE NO LIABILITY FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS (HOWEVER ARISING, INCLUDING NEGLIGENCE). IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR RESPECTIVE AFFILIATES HAVE ANY LIABILITY FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM: (A) UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF A CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY; (B) ANY CIRCUMSTANCES BEYOND OUR CONTROL; (C) THE USE OF THE CARD BEING SUSPENDED OR PROHIBITED BECAUSE IT HAS BEEN REPORTED LOST OR STOLEN, OR WE BELIEVE IT IS BEING USED SUSPICIOUSLY OR FRAUDULENTLY OR IS BEING SUBJECTED TO UNAUTHORIZED USE; (D) THROUGH NO FAULT OF OURS, YOUR NOT HAVING SUFFICIENT FUNDS ON A CARD TO COVER A TRANSACTION; OR (E) INABILITY TO USE A CARD BECAUSE OUR SYSTEM IS NOT WORKING PROPERLY. YOU AGREE THAT WE AND OUR

AFFILIATES ARE NOT RESPONSIBLE FOR ANY INTERRUPTION OF SERVICE. THE LAWS OF CERTAIN STATES OR OTHER JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING AND THE DISCLAIMER OF WARRANTIES IN THIS AGREEMENT, IN THE EVENT THAT WE OR OUR RESPECTIVE AFFILIATES ARE FOUND LIABLE TO YOU, YOU SHALL ONLY BE ENTITLED TO RECOVER ACTUAL AND DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT LOADED ONTO YOUR CARD.