

Key2Benefits® Cardholder Terms and Conditions

These Cardholder Terms and Conditions, together with the Schedule of Fees included with your Card ("Fee Schedule"), the KeyCorp Privacy Notice ("Privacy Notice"), and any other disclosures we may make with your Card (collectively, the "Agreement") explains use of the KeyBank Key2Benefits Card (the "Card") and the terms and conditions governing your use of the Card. Your card accounts a special account that has been opened to store funds associated with your Card. That account is a sub-account maintained in an aggregated or pooled custodial account established for your benefit. Your Card does not link to a checking or savings account, and you are not entitled to any rights or benefits given to other deposit account customers or debit card holders at KeyBank unless such rights and benefits are contained in this Agreement. "You" and "your" means the person(s) who received the Card from KeyBank and are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" means KeyBank National Association, our successors, affiliates, or assigns (collectively, "KeyBank"). "Program Administrator" means the organization providing the actual dollar value, "the funds" to your Card.

Your activation of, signature on or use of, the Card constitutes: (a) your acknowledgement and acceptance of this Agreement and your choice to receive funds from a third party funding source, such as a government agency ("Program Administrator") via the Card; (b) your acknowledgement that you were given an opportunity to review the Agreement, the Privacy Notice and the Fee Schedule in advance; (c) your representation that you are an individual who can lawfully enter into and form contracts under applicable law in the state in which you reside; (d) your authorization to us to establish your account; and (e) your authorization to the Program Administrator to transmit any information required by us to establish the account to us and deposit your funds into your account.

Before activating, signing, or using the Card please read this Agreement thoroughly and retain it for your records. This Agreement contains an arbitration provision, including a class action arbitration waiver, and it is important that you read the Arbitration Provision section carefully.

GENERAL INFORMATION

- 1. Definitions.** The following definitions apply when used in this Agreement:
 - a. **ACH** – automated clearing house.
 - b. **ATM** – automated teller machine.
 - c. **Business Day** – Monday through Friday, excluding federal holidays. Any references to "days" found in this Agreement are references to calendar days, including weekends and federal holidays.
 - d. **KeyBank ATM** – any ATM operated by KeyBank.
 - e. **PIN** – personal identification number.
 - f. **POS** – point of sale.
 - g. **POS Terminal** – any POS terminal used to remove money from your Card or conduct transactions on your Card.
 - h. **Shared Network ATM Terminal** – any ATM terminal operated either directly or indirectly by participants in a network in which we are a participant.
 - i. **Shared Network POS Terminal** – any POS Terminal operated either directly or indirectly by participants in a network in which we are a participant.
 - j. **Terminal** – any ATM terminal or POS terminal.

Other definitions may appear elsewhere in this Agreement.

- 2. Customer Service.** If you need to contact us, you may call or write us as follows:
 - a. **Customer Service Telephone Number:** 1-866-295-2955
 - b. **Customer Service Address:** Bankcard Services, Attention: PPD Disputes, PO Box 7237, Sioux Falls, South Dakota, 57117-7237
 - c. You may also obtain information about the Card and Card services at www.key2benefits.com (the "Website").

INFORMATION ABOUT CARD USAGE

- 3. The Card.** Your Card is funded only by the Program Administrator, and the balances are reduced by deductions for transactions and fees, as more fully described below. Your Card is a prepaid card, and does not constitute a gift card and is not intended for gifting purposes. The monetary value accessible through use of the Card is limited to the funds loaded to the Card by the Program Administrator. Except as required by law or as we may otherwise permit in our sole discretion, the Card is your only means of accessing the funds loaded on the Card, and you may perform Card transactions only as described in this Agreement. No interest is paid on the balance for any period of time. You may not obtain or write checks or drafts to access the funds on your Card. The Card is not for sale and may not be transferred to any other person. Only you may own your Card; no joint ownership is permitted. You are solely responsible for the possession, use and control of your Card, including, without limitation, all transactions initiated and fees incurred by use of your Card. We may decide, in our sole discretion, not to issue a Card to anyone for any reason. You may activate your Card by calling the Customer Service Telephone Number provided in this Agreement. You may need to provide additional personal information at that time in order for us to verify your identity. You may be provided with an instant-issue or temporary, non-personalized Card for immediate use until a personalized Card bearing your name is delivered. Because your name will not appear on the instant issue or temporary Card, some merchants may be unwilling to accept the instant issue or temporary Card. Notwithstanding any expiration date that may appear on the temporary Card, the temporary Card will not be valid for use upon your activation of the personalized Card bearing your name. Upon activation of your personalized Card, all remaining funds from your temporary Card will be transferred to, and available on, your personalized Card only.
- 4. Additional Cards.** If your program permits an additional Card to be issued to access your funds (a "Secondary Card"), the person to whom the Card was first issued (the "Primary Cardholder") may request that we issue a Secondary Card to another trusted person who is 18 years of age or older (the "Secondary Cardholder", and collectively with the Primary Cardholder, the "Cardholders"). If we approve your request for an additional Card, we will mail the Secondary Card to the address of the Primary Cardholder shown in our records. The Secondary Cardholder must meet our requirements for the issuance of a Card, including our ability to verify the identity of the Secondary Cardholder, and any applicable requirements imposed by law. The Secondary Card will be subject to the Fee Schedule and any funds loaded by the Program Administrator will be combined on the Cards and will be available for use by any Cardholder. Subject to the terms and conditions of this Agreement, any Cardholder may spend and withdraw without restriction any and all funds loaded on the Cards, and any and all Cardholders will have access to the online record of transactions made by use of any Card. Funds loaded on the Cards may be subject to authorization holds for transactions initiated by other Cardholders.

The Primary Cardholder is at all times fully responsible for any transactions, fees, balances, and all other activity with respect to the Secondary Card. The Secondary Cardholder may report the Secondary Card as lost or stolen; however, all other account maintenance may only be performed by the Primary Cardholder. Only the Primary Cardholder may terminate the authority of the Secondary Cardholder to access the funds. To terminate access to the funds by a Secondary Cardholder, the Primary Cardholder must call Key2Benefits Customer Service at 1-866-295-2955, and request termination of the Secondary Card. You should also recover the Secondary Card and destroy the Card to prevent further access to funds by the Secondary Cardholder. If you notify us of your decision to terminate the Secondary Card, we may elect to terminate all of your Cards and issue you a replacement Card (fees may apply, please consult the Fee Schedule) and you will not have access to your funds until you have activated your replacement Card. We may continue to allow a Secondary Cardholder to use a Secondary Card until we receive and have a reasonable opportunity to act on notice from the Primary Cardholder that the Secondary Cardholder is no longer permitted to use the Secondary Card. To the maximum extent permitted by law, you are also liable and responsible for any and all costs and expenses, including attorneys' fees we may incur enforcing these rules governing Secondary Cards.

- 5. Card Replacement.** If you need to replace your Card for any reason, please contact Customer Service to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, and similar information to help us verify your identity. There may be a fee for replacing your Card; please consult the Fee Schedule.

- 6. Use of Your Card.** Subject to the terms and conditions contained in this Agreement, you may use your Card: (a) at KeyBank ATMs and at Shared Network ATMs to make cash withdrawals and balance inquiries; (b) to purchase goods or services, or receive cash back, at merchants that maintain a Shared Network ATM/POS Terminal and accept the Card (including transactions conducted over the Internet); (c) to obtain cash withdrawals at a financial institution that accepts Mastercard; (d) to authorize others to originate recurring debits of the funds on your Card, such as debits to make utility payments; (e) to authorize online bill payments through the Website; or (e) to make transfers from your Card to any other demand deposit account within the United States that you own. You may be required to use your PIN in order to effectuate some of these transactions. Use of your Card may be subject to transaction limits and fees. Transaction limits and fees imposed by us are set forth in the Fee Schedule. You may also be subject to transaction limits and fees imposed by third parties.

- 7. Fees.** You agree to pay all applicable fees and charges disclosed in the Fee Schedule included with your Card or otherwise disclosed in this Agreement, and you authorize us to deduct these fees and charges from your Card balance without any further notice or demand, even if your Card is inactive, abandoned or unclaimed. We shall not be liable for dishonoring transactions on your Card because of insufficient funds resulting from deduction of these fees and charges. After approval of the Program Administrator, we reserve the right to change fees and charges from time to time, and will notify you to the extent required by applicable law, (as further described in the section entitled "Amendments"). Please contact us at the customer service telephone number or website provided in this Agreement for current information about applicable fees. If you use a Terminal that is not owned by us, you may be charged a separate fee by the owner or operator of the Terminal (or any network used), and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. You may also be charged fees by other third parties, such as merchants or other banks and financial institutions, when you use the Card for a transaction with them. We do not control or set fees charged by other such parties, and such fees are in addition to any fees we may charge in connection with a transaction.

- 8. Limitations on Use.** Some transactions and services described in this Agreement may not be available at all Terminals or on all electronic funds transfer networks, and some merchants may not accept the Card for all transactions and services (for example, where the funds available on your Card are less than the transaction amount and the merchant will not permit you to combine multiple payment amounts for a single transaction). We may from time to time impose limits or restrictions on the number and dollar amount or types of transactions that you can make using your Card and/or PIN. Current limits are set forth in the Fee Schedule. Additionally, we may block certain transactions where we suspect the transactions may be the result of fraud or other suspicious activity using your Card and/or PIN. There may be additional limitations disclosed elsewhere in this Agreement, in certain circumstances, and your ability to initiate transactions may be limited by the terms of other disclosures we have made to you, or by applicable law. You agree to abide by and be bound by all applicable limitations, and you acknowledge that we may change the applicable limitations in our sole discretion.

- 9. Recurring Transactions.** Your assigned Card number may be used for arranging recurring payments to merchants. If you have authorized a third party to initiate recurring debits to your Card, you must tell them when your Card is replaced, if your Card number or expiration date has changed, or your Card is cancelled. If we issue a replacement Card to you, you agree that we may, but are not required to, provide information related to the replacement Card to such parties to permit them to continue to initiate transactions to your replacement Card, and you authorize us to process such recurring transactions until you notify us such third party is no longer allowed to do so and we have had a reasonable time to process your request. If you have arranged in advance to make regular payments from your Card, you can stop these payments by calling or writing Customer Service in time for us to receive your request at least three (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 fourteen (14) days after your call. An oral stop payment request will cancel one (1) instance of a recurring payment. If you want to permanently stop all recurring payments, then you must send us a request in writing. Stop payments may be subject to a fee, as indicated in the Fee Schedule. If you order us to stop a recurring payment three (3) Business Days or more before a transfer is scheduled, and we do not do so, we will be liable for your losses.

- 10. Authorization Holds.** We and/or some merchants may request preauthorization for a Card transaction in the purchase amount plus an estimated additional amount to ensure there are sufficient funds available to cover tips or incidental expenses incurred. For example, merchants where employees typically receive tips (such as restaurants) typically will submit a preauthorization request for 20% more than the base transaction amount to account for the tip you may add to the base transaction amount. Merchants in the travel industry (such as hotel, car rental agency and cruise line merchants) typically obtain preauthorization to ensure that your Card has sufficient funds to pay the anticipated amount of charges for the services you are requesting. Also, fuel-dispensing merchants typically obtain preauthorization for an estimated purchase amount when you pay at the pump (which may be up to \$100 or more). In each case, the amount of preauthorization may exceed your actual transaction amount, and your transaction may be declined by the merchant if your amount of available funds is less than the preauthorization amount. Such a preauthorization request may result in a "hold" on your available funds in the amount the merchant submits for preauthorization ("Authorization Hold"), even if the amount of your actual transaction exceeds the Authorization Hold amount. Once the final amount of the transaction is determined and has been processed and settled, your Card will be debited for such amount and the Authorization Hold will be removed. However, an Authorization Hold may remain on your account for several Business Days after your actual transaction. During the period of the Authorization Hold, the Card funds that are subject to the Authorization Hold will generally not be available for other Card transactions. We will have no liability to you in the event we decline any Card transaction because an Authorization Hold is in place. We reserve the right to release, in our discretion, any Authorization Hold in order to make funds available for other Card transactions, and if we do so we will have no liability to you if we subsequently reject the transaction corresponding to the Authorization Hold due to insufficient Card funds. We will have no liability to you in the event any merchant delays or fails to complete the final processing of any Card transaction that corresponds to an Authorization Hold, and/or in the event any merchant requests an Authorization Hold in error. In general, we will not be responsible for any transactions generated in error by merchants, processing agencies, or any other third parties not under our control, except as may be required under applicable law. During the period of any Authorization Hold the Card balance reported to you might not reflect that the Authorization Hold is or was in place because available balances are sometimes based on actual debits or credits to your Card rather than on Authorization Holds. You are responsible for knowing when you have initiated a Card transaction that might result in an Authorization Hold and for managing other Card transactions accordingly during the period of an Authorization Hold.

- 11. Transaction History.** It is your responsibility to keep a record of the loads, withdrawals, fees, and other transactions on your Card so that you always will know the current balance of funds on your Card. You may inquire about your Card balance (a) at any of our ATMs; (b) at any Shared Network ATM Terminal (fees may apply, please consult the Fee Schedule), (c) by calling us at the Customer Service telephone number provided in this Agreement, or (d) online at www.key2benefits.com. We will not mail you a periodic statement regarding your Card transactions, except as required by applicable law. However, you may obtain a history of your Card transactions, which shows at least sixty (60) days of activity, by visiting www.key2benefits.com, where you may view, print, or electronically save your transaction history to your computer. You may also call us at the Customer Service telephone number or write to us at the Customer Service address provided in this Agreement to request that we mail you a copy of your 60-day transaction history. There may be a fee for obtaining a written history. Because of delayed processing or posting of transactions on your Card, balance information and transaction histories you obtain may not reflect all transactions if some are in process at the time the information is provided.

- 12. Foreign Currency Transactions.** If you use your Card for transactions made in currencies other than U.S. dollars, the transactions will be converted to U.S. dollars under the then-current regulations established by Mastercard. Conversion to U.S. dollars may occur on a date other than the date of the transaction. The difference in the value of the currency (more formally known as the exchange rate between the foreign currency and the billing currency) is either (a) a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives, or (b) the government-mandated rate in effect on the applicable central processing date. We will impose the international fees set out in the Fee Schedule for any Card transaction (including reversals) made in a county other than the United States (including Puerto Rico, the U.S. Virgin Islands, and other U.S. territories).

- 13. Failure to Complete Transactions.** If we do not complete a transaction to or from your Card on time or in the correct amount according to this Agreement, we will be liable for your actual losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough funds on your Card to complete the transaction;
- b. If the ATM where you are making the transaction does not have enough cash;
- c. If the ATM or POS Terminal was not working properly and you knew about the breakdown when you started the transaction;
- d. If circumstances beyond our control (such as telecommunications or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transfer, despite reasonable precautions we have taken;
- e. If any failure on our part was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special or consequential damages);
- f. If your Card or PIN has been reported to be, or suspected of being, lost or stolen, and we have taken action to prevent transactions on your Card or PIN;
- g. If we suspect that your Card is being used fraudulently or in breach of the terms of this Agreement;
- h. If your Card has been damaged;
- i. If we do not receive the necessary transfer data from a third party, or if such data is incomplete or erroneous when received by us;
- j. If making the transfer would cause us to violate any law, rule, or regulation to which we are subject;
- k. If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- l. If your funds are presumed abandoned under applicable law, or if we consider your Card to be dormant or inactive under our policies and procedures;
- m. If a merchant, financial institution, or other party refuses to accept the Card; or
- n. Any other exception stated in our Agreement with you or otherwise provided by applicable law.

- 14. FDIC Insurance.** The funds on your Card are insured by the Federal Deposit Insurance Corporation ("FDIC"), subject to its rules and regulations and applicable limits.

DEPOSITS TO YOUR ACCOUNT AND FUNDS AVAILABILITY

- 15. Funds Added to Your Card.** Deposits to your Card may only be made by the Program Administrator. We will add funds to your Card only (a) in accordance with the instructions from the Program Administrator, or (b) to remedy an error made by us or by someone who has accepted your Card. For information on the amounts and scheduled dates of additions to your Card, please contact the Program Administrator directly. Once properly deposited, the Program Administrator has no rights to any funds on your Card, except as otherwise provided by law or the rules of the network used to make the deposit. You are the owner of the funds added to your Card.

- 16. When Funds are Available for Use.** Funds are generally available for your use on the day we have been instructed by the Program Administrator to fund your Card. Once the funds are available, you may make the transactions described elsewhere in this Agreement. Funds received by us may be delayed for a longer period if there is (a) an emergency, such as a failure of computer or communications infrastructure; (b) third party action outside of our control which results in a delay; or (c) where we are required to delay availability due to compliance with or discharge of legal or regulatory responsibilities, and as where otherwise required by law. We will notify you if we delay your ability to make transactions and will inform you as to when funds will be available. The Program Administrator is responsible for providing to us both funds to credit your Card and instructions for loading those funds. We are not liable for funding delays that are the result of late receipt of funds or instructions from the Program Administrator. If you have a dispute with the Program Administrator regarding the amount of your funds, you agree not to involve us in that dispute.

- 17. Overpayments and Reversals.** If funds to which you are not entitled are deposited to your Card by mistake or otherwise, we may deduct these funds from your Card. You authorize us to share information as necessary with the Program Administrator in connection with resolving any such overpayments, and to accept instructions from the Program Administrator to add or deduct funds from your account to correct such mistakes. If there are not enough funds, we may redraw your Card without prior notice or demand.

- 18. Refunds and Merchant Disputes.** You may not stop payment on any Card purchase transaction, except as otherwise provided in this Agreement. If you are entitled to a refund for goods or services obtained through use of your Card, you understand you will receive credits to your Card for such refunds, and that no cash refunds will be made to you on Card purchases. Credits will not post to your Card until after the merchant granting the refund processes the credit to us, which may be several days after the merchant promises the refund to you. You agree that we are not responsible for the quality of any goods, property, or services you have purchased with the Card. We are not liable for any misrepresentations that a merchant makes about the goods or services you purchase with your Card, or if any merchant refuses to accept your Card or fails to abide by the applicable network rules governing your Card. Any dispute you may have with a merchant related to the goods or services you have received must be resolved directly with the applicable merchant, and any claim or defense that you assert against such merchant will not relieve you of your responsibility to us for the total amount of the transaction.

YOUR RESPONSIBILITY FOR CARD ACCOUNT USE

- 19. Your PIN.** Immediately upon receipt of your Card, whether temporary, instant issue, or personalized, you agree to sign the back of your Card to help protect your Card from unauthorized use. However, your responsibility for transactions on the Card does not depend on whether or not you sign the card. A PIN will be established either by you or us for use with the Card. Only one (1) PIN will be allowed for each Card and each Secondary Card, respectively. You agree (a) you will not provide your PIN to any other person, record it on your Card or anywhere else, or otherwise make it available to anyone else; (b) to keep the Card in a safe place; (c) to protect the Card and PIN from fraudulent or unauthorized use; (d) to use your Card, your PIN, and any ATM only as instructed; (e) to promptly notify us of any loss or theft of your Card or PIN; and (f) you will be liable for the authorization or permitted use of your Card and PIN.

- 20. Authorized Use of Card.** If you authorized someone else to use your Card or PIN, you will be responsible for any transactions initiated by such person(s) with your Card or PIN. Transactions will be considered unauthorized only after you notify us that the person is no longer authorized to use your Card.

- 21. Negative Balances.** The amount available on your Card will be reduced by the amount of your transactions plus applicable fees. Any transaction (or series of transactions) that will create a negative balance on your Card is not permitted; there is no overdraft protection on your Card. However, if a negative balance were to occur, you shall remain fully liable to us for the amount thereof and agree (a) we may take the amount of the negative balance from subsequent additions to your Card, or (b) to pay us on demand the amount of the negative balance. If such negative balance has not been covered within sixty (60) days of its creation, we will have the right to cancel your Card and pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other account you may have with us.

- 22. Prohibited Transactions.** You agree you will not use the Card in connection with any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You agree it is your responsibility to determine whether usage of your Card is legal. The display of the Mastercard logo or any other logo by any other person accepting the Card does not indicate the transaction is legal. You may not use your Card in connection with Internet or online gambling, even if gambling is legal in the jurisdiction where the activity took place. We are not responsible for any losses from gambling or illegal activity. We reserve the right to decline any transaction that we believe is illegal, an Internet or online gambling transaction, a high-risk transaction, or otherwise in violation of this Agreement, in our discretion. To the fullest extent permitted by law, you agree we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal. Furthermore, we reserve the right to block or cancel your Card and the related account, if as a result of our policies and processes, we detect what we reasonably believe to be fraudulent, suspicious, or criminal activity or any activity which is inconsistent with this Agreement. In that event, we will incur no liability to you because of the unavailability of the funds that may be associated with your Card.

Continued on reverse

- 23. Unauthorized Transactions.** An unauthorized transaction means a transaction using your Card that is initiated by another person without your authority to initiate the transaction and from which you receive no benefit. The term does not include any transaction that is initiated by a person who was furnished with the Card or your PIN by you, unless you have notified us that transactions by that person are no longer authorized and we have had a reasonable opportunity to act on that notification.
- a. Contact Customer Service AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe an electronic funds transfer has been made without your permission. Telephoning us at the number provided in this Agreement is the best way of keeping your possible losses down. If you tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN, you can lose no more than fifty dollars (\$50.00) if someone used your Card or PIN without your permission.
 - b. If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had notified us, you could lose as much as five hundred dollars (\$500.00).
 - c. Also, if your statement or transaction history shows transactions that you did not make, including those made by Card, PIN, or other means, notify us at once. If you do not tell us within the earliest of (i) sixty (60) days after the date you electronically accessed your Card transaction history on which the transaction appeared, (ii) sixty (60) days after the date we sent you the FIRST written transaction history on which the transaction appeared, or (iii) one hundred and twenty (120) days after the date of the transaction, you may not get back any money you lost after the 60 or 120 days, as applicable if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason or extenuating circumstances (such as a long trip or hospital stay) prevented you from notifying us within the time period, we will extend the time period for a reasonable period.
 - d. You agree to cooperate fully with us in our attempts to recover funds from unauthorized users and to assist in their prosecution. You agree to complete such affidavits or other documents we may deem necessary to process any claim you make regarding your Card. You also agree that you will provide all reasonable cooperation to us in the civil or criminal prosecution of any party responsible for any unauthorized withdrawals from your Card or any party who has made an unauthorized endorsement on any item payable to you if such item was deposited or negotiated by us. Your failure to comply with these procedures may result in a denial of your claim. Except to the extent prohibited by applicable law, we reserve the right to deny or limit your claim in the event your negligence contributes in any way to any fraudulent transaction.
- 24. Mastercard Zero Liability Protection.** Notwithstanding any other provision to the contrary, if your Card is a Mastercard branded card, we will extend to you the benefits provided by the applicable Mastercard Zero Liability Protection policy (the "Policy") in effect at the time of any unauthorized or fraudulent use of your Card. While Mastercard may change the specifics of the Policy at any time without notice, at the present time you will not be liable for the unauthorized use of your Card if all of the following conditions are met: (a) your account is in good standing; (b) you have exercised reasonable care in safeguarding your Card from any unauthorized use (such "unauthorized use" including where you did not provide, directly, by implication or otherwise, the right to use the Card in question and received no benefit from the "unauthorized" purchase); and (c) you have not reported two (2) or more unauthorized events in the twelve (12) months preceding the unauthorized transaction in question. The Policy does not apply to: (i) Mastercard cards issued for commercial, business or agricultural purposes, except for Mastercard commercial cards used for small businesses as listed on www.Mastercardbusiness.com; (ii) to any Card issued or sold "anonymously" (for example, a prepaid card purchased in a store), until such time as the identity of the cardholder has been registered by us or on our behalf in connection with the issuance and/or use of such Card; or (iii) if a PIN is used for the unauthorized purchase. If federal, state or local law imposes lesser liability than that provided by the Policy, such lesser liability shall govern. In the event the Policy is not applicable, other provisions of this Agreement related to your liability for unauthorized transactions will apply.

DISPUTE RESOLUTION

- 25. Errors/Questions about Your Card Transactions.** Telephone us at the Customer Service number provided in this Agreement or write us at the Customer Service address provided in this Agreement as soon as you can, if you think an error has occurred regarding your Card or any Card transaction. You must report a suspected error no later than the earliest of (a) sixty (60) days after the date you electronically accessed your Card transaction history on which the error appeared, (b) sixty (60) days after the date we sent you the FIRST written transaction history on which the error appeared, or (c) one hundred and twenty (120) days after the alleged erroneous transaction was made on your Card. You may request a written history of your transactions at any time by contacting Customer Service, subject to any applicable fees, as specified in the Fee Schedule. You will need to tell us: (i) your name and Card number; (ii) why you believe there is an error, and the dollar amount involved; and (iii) 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 ten (10) Business Days. We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) Business Days, we may not credit your Card.
- For errors involving new accounts, POS, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your Card for the amount you think is in error. We will tell you the results within three (3) Business Days after completing our investigation. If we decide 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 the Customer Service number provided in this Agreement or write to us at the Customer Service address provided in this Agreement.
- 26. Arbitration.** This Arbitration Provision sets forth the circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated instead of litigated in court. This Arbitration Provision supersedes and replaces any existing arbitration provision between you and us. **This Arbitration Provision will apply to your Card(s) unless you notify us in writing that you reject the Arbitration Provision within sixty (60) days of opening your Card and account(s). Send your rejection notice to KeyBank National Association, P.O. Box 93752, Cleveland, Ohio 44101-5752. Your notice must include your name, the names of any Secondary Cardholders and your Card number(s) and must be signed by you. Your rejection notice should not include any other correspondence. Calling us to reject the Arbitration Provision or providing notice by any other manner or format than as described above will not operate as a rejection of this Arbitration Provision and consequently this Arbitration Provision will become part of this Agreement. Rejection of this Arbitration Provision does not serve as rejection of any other term or condition of your Agreement with us governing your Account(s).**

As used in this Arbitration Provision, the word "Claim" or "Claims" means any claim, dispute, or controversy between you and us arising from or relating to this Agreement or your Card(s), including, without limitation, the validity, enforceability, or scope of this Arbitration Provision or this Agreement. "Claim" or "Claims" includes claims of every kind and nature, whether pre-existing, present, or future, including, without limitation, initial claims, counterclaims, cross-claims, and third-party claims, and claims based upon contract, tort, fraud and other intentional torts, constitutions, statute, regulation, common law, and equity (including, without limitation, any claim for injunctive or declaratory relief). The word "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute, or controversy that arises from or relates to (a) any Card or account subject to the terms of this Agreement (b) any electronic funds transfer from or to any account, (c) advertisements, promotions, or oral or written statements related to this Agreement or your Card or account, (d) your application for any Card, and (e) the collection of amounts owed by you to us.

This Arbitration Provision will not apply to Claims previously asserted, or which are later asserted, in lawsuits filed before the effective date of this Arbitration Provision or any prior arbitration provision between you and us, whichever is earlier. However, this Arbitration Provision will apply to all other Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

Any Claim shall be resolved, upon the election of you or us, by binding arbitration pursuant to this Arbitration Provision and the applicable rules of either the American Arbitration Association or J.A.M.S./Endispute in effect at the time the Claim is filed (the "Arbitration Rules"). You may select one of these organizations to serve as the arbitration administrator if you initiate an arbitration against us or if either you or we compel arbitration of a Claim that the other party has brought in court. In addition, if we intend to initiate an arbitration against you, we will notify you in writing and give you twenty (20) days to select one of these organizations to serve as the arbitration administrator; if you fail to select an administrator within that twenty (20)-day period, we will select one. In all cases, the arbitrator(s) should be a lawyer with more than ten (10) years of experience or a retired judge. If for any reason the selected organization is unable or unwilling or ceases to serve as the arbitration administrator, you will have twenty (20) days to select a different administrator from the above list; if you fail to select a different administrator within the twenty (20)-day period, we will select one. In all cases, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties.

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 PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR 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. YOU UNDERSTAND THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ARBITRATION ADMINISTRATOR MAY BE GREATER THAN THE FEES CHARGED BY A COURT.

There shall be no authority for any Claims to be arbitrated on a class action or private attorney general basis. Furthermore, arbitration can only decide your or our Claim(s) and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable Arbitration Rules. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will pay all fees charged by the arbitration administrator for any Claim(s) asserted by you in the arbitration, after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again.) If the arbitrator issues an award in our favor, you will not be required to reimburse us for any of the fees we have previously paid to the administrator or for which we are responsible. Each party shall bear the expense of that party's attorneys', experts', and witness fees, regardless of which party prevails in the arbitration, unless applicable law and/or this Agreement gives you the right to recover any of those fees from us. In the event you do not prevail in the arbitration, we will not seek to recover our attorneys', experts' or witness fees from you. This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1 et seq. 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 any party, shall provide a brief written explanation of the basis for the award. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. 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 and except that, if the amount in controversy exceeds \$10,000.00, any party can appeal the award to a three-arbitrator panel administered by the arbitration administrator which shall reconsider de novo (i.e., without regard to the original arbitrator's findings) any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

This Arbitration Provision shall survive termination of all of your accounts subject to this Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement. In the event of a conflict or inconsistency between the applicable Arbitration Rules and this Arbitration Provision, this Arbitration Provision shall govern.

- Contacting Arbitration Administrators**
- If you have a question about the arbitration administrators mentioned in this Arbitration Provision or would like to obtain a copy of their Arbitration Rules or fee schedules, you can contact them as follows: **American Arbitration Association**, 1633 Broadway, 10th Floor, New York, New York 10019, www.adr.org, 1-800-778-7879, Commercial or Consumer Rules, **J.A.M.S./Endispute**, 222 South Riverside Plaza, Suite 1850, Chicago, IL 60606, www.jams-endispute.com, 1-800-352-5267, Financial Services Arbitration Rules and Procedures.
- MISCELLANEOUS PROVISIONS**
- 27. Disclosure of Information**
- a. **Marketing.** We will not use your information to offer our products or services to you, nor will we disclose your information to other financial companies for joint marketing purposes.
 - b. **Disclosure of Information to Third Parties.** We will disclose information to third parties about your Card or Card transactions:
 - i. In order to verify the existence and condition of your Card account for a third party;
 - ii. If you give us your written permission; or
 - iii. Except as set forth in Section 27(a) above, otherwise in accordance with our Privacy Notice, which was included in your enrollment materials and which shall be provided periodically in accordance with applicable law.
- 28. Recording and Monitoring Telephone Calls.** We may record or monitor telephone calls between you and us. We need not remind you of our recording or monitoring before each call unless required to do so by law.
- 29. Amendments.** We may, at any time, change the terms and conditions in this Agreement, including the amount of any fee. We may add new terms and conditions (including fees) and we may delete or amend existing terms and conditions (including fees). Any of these changes may be made without prior notice to you unless such notice is required by applicable law. While we generally send you advance notice of an adverse change, we shall not be required to do so unless required by applicable law. If notice is required by applicable law, and subject to any such notice requirements, any changes to this Agreement will be effective on the date we transmit notice thereof to you or on the date we otherwise specify in a notice to you. You agree that a summary of any change in terms (including fees) is sufficient notice. If you do not agree with the change, you must close and discontinue use of your Card (and any Secondary Cards). However, if you continue to use your Card or keep it open, you accept and agree to the change. This Agreement may not be altered, modified or amended by you in any way without our express written agreement signed by our authorized officer. Any attempt by you to alter, modify or amend this Agreement without our express written agreement signed by our authorized officer shall be void and have no legal effect. You acknowledge and agree that no practice or course of dealing between you and us, nor any oral representations or communications by you and/or any of our agents, employees or representatives, which vary the terms and conditions of this Agreement shall constitute a modification or amendment of the terms and conditions of this Agreement.

- 30. Cancellation or Suspension of Card.** We may cancel or suspend your Card at any time without prior notice to you except as required by applicable law. Your Card remains our property and must be surrendered on demand. We may cancel your right to use your Card at any time without prior notice subject to applicable law. If we cancel your Card, we, at our option, may send you a check for any remaining balance on your Card or apply the remaining balance to a new Card for your benefit. You may cancel this Agreement by returning your Card (and any Secondary Cards) to us. Prior to returning your Card to us, closing your Card and cancelling this Agreement, you should use your Card to reduce the balance to zero. You may reduce the balance by making cash withdrawals at ATMs, purchasing goods or services or receiving cash back at ATM/POS Terminals and by making cash withdrawals at a financial institution that accepts Mastercard. For more information on the use of the Card to withdraw your balance, please refer to Section 6 of this Agreement. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Once your Card has been closed, you agree to discontinue using your Card and to destroy it or return it to us.
- If, at the time your Card is cancelled, whether by us or you, all transactions have cleared and there is no remaining balance, your Card will be closed to further use. You understand you are responsible for negative balances that occur after your notice of cancellation to the same extent as provided in this Agreement for an active Card. You agree to destroy your Card after cancellation.
- 31. Unclaimed Property.** For security or other business reasons, we may consider your Card inactive or dormant after a certain period of time as determined by us from time to time (usually a period of not less than forty-five (45) days), during which time you have not used your Card for any transactions or during which you have maintained a zero or negative balance on your Card. If your Card maintains a zero or negative balance for sixty (60) days or longer, we may cancel the Card and begin procedures to collect any funds due us. Any remaining balance after expiration, closure, or dormancy period with respect to your Card will be reported and remitted as unclaimed property to the appropriate state as required by state law after a period of time defined by that state's law. After we turn the funds over to the state, except as otherwise required by law, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

- 32. Governing Law/Severability.** This Agreement shall be governed by the laws and regulations of the United States and, to the extent not so covered, by the laws and regulations of the State of Ohio. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.
- 33. Opening an Account/Identity Verification.** The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we, either directly or through the Program Administrator, will ask for your name, street address, date of birth, and other information that will allow us to reasonably identify you. We may also ask to see your driver's license or other identifying documents at any time. The same identification verification requirements apply to each Secondary Cardholder, if any are designated by you. Certain program features may require different or additional identification requirements and your Card may not have full functionality until we have successfully verified your identity. You affirm that the personal identification information and documentation that you provide to us, directly or indirectly through the Program Administrator, as well as any such information and documentation with regard to a Secondary Cardholder, all of which constitutes part of this Agreement, is true, accurate, and complete, and you authorize the Program Administrator to provide us such information. You also authorize us, directly or through third parties, to make inquiries we consider necessary to validate such information, including checking third party databases and requesting reports from credit bureaus and consumer reporting agencies. If we cannot successfully verify your identity, we will not continue with opening your account and will, at our option send you a check for any funds remaining in the account.

- 34. Notices to You; Address or Name Changes.** We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at a current physical or mailing address, e-mail address, or text message address noted in our records at the time of the notice or communication shall be effective. You are responsible for notifying your Program Administrator of any change in your physical address, mailing address, e-mail address, text message address, or your name, no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to your Program Administrator by contacting your Program Administrator.
- 35. Third Party Services; Links.** We may offer you the ability to consider and/or participate in third party products and services which may or may not be designed to work specifically with your Card. Such third party services are provided as a convenience to you and are governed by terms and conditions (including costs) established by the third party service provider. We are not responsible for such third party services, or the content in any other website to which we may provide a link. Your use of any third party service, including any third party website, is at your own risk.
- 36. AS OTHERWISE SPECIFICALLY REQUIRED BY APPLICABLE LAW, YOU AGREE THAT NEITHER US NOR ANY OF OUR AFFILIATES, AGENTS OR SERVICE PROVIDERS, SHALL BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), INCIDENTAL DAMAGES, EXTRAORDINARY, OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU AGREE THAT YOUR USE OF THE CARD AND RELATED SERVICES AND DATA IS AT YOUR SOLE RISK. THE CARD AND ALL RELATED SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 37. Assignment.** Your account and your obligations under this Agreement may not be assigned. We may transfer our rights or delegate our responsibilities and obligations under this Agreement in our discretion without notice to you. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns. Use of your Card or account is subject to all applicable rules and customs of any clearinghouse or other network or association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular. This Agreement constitutes the current, sole and entire agreement between you and us with respect to the Card and the use thereof, and any and all prior agreements with respect to your Card are superseded by this Agreement.
- 38. Legal Process Affecting Your Card.** Should we receive by any means, in any jurisdiction, any legal process or other legal notice that purports to have been issued by or pursuant to the authority of any court or governmental agency for the restriction of Card use, or for the withholding, seizure or turnover of account funds, or otherwise affecting your account or records ("Legal Process"), you hereby instruct us to, and acknowledge and agree that we may comply with, such Legal Process. You further acknowledge and agree that, in complying with Legal Process, we may limit or suspend your access to your account, refuse to permit withdrawals or transfers from or to your account, and/or take such other action as we deem appropriate or legally required in our judgment and discretion, without regard to the ownership or original source of the funds in the account and without requirement that the Legal Process name any authorized user of the account. We will not contest any Legal Process on your behalf. All Legal Process is subject to our right of setoff. We may assess a fee against your account if we are served with Legal Process affecting your account, and you agree that, if allowed by applicable law, we may deduct such fee from your account funds before remitting any funds pursuant to any Legal Process. You also agree to pay any research and copy services fees, in addition to administrative and attorney's expenses we incur in responding to Legal Process affecting your account. If you have another account with us, you authorize us to deduct fees and expenses associated with the Legal Process affecting your account from any of your other accounts without notice to you. You may request current information about the fees we may charge in connection with Legal Process by contacting Customer Service. We will not be responsible for any damages you may suffer as a result of our refusal to allow you to withdraw money or our refusal to authorize transactions due to any Legal Process affecting your account, or as a result of any other act or omission on our part in connection with any Legal Process.