

**MONEYACCOUNT  
CARDHOLDER  
TERMS AND  
CONDITIONS**

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Effective 9/1/14

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**BB&T**

## MONEYACCOUNT CARDHOLDER TERMS AND CONDITIONS

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This agreement describes the terms and conditions (“Agreement”) under which you, the cardholder(s), may use the BB&T MoneyAccount Card (“Card”). The Card is issued by Branch Banking and Trust Company (“Bank”). By accepting the Card and using the Card, you agree to abide by this Agreement. The Card is a Prepaid Visa branded debit card issued by the Bank.

YOU CANNOT USE THE CARD TO PERFORM TRANSACTIONS UNTIL YOU ACTIVATE THE CARD AND SELECT A PERSONAL IDENTIFICATION NUMBER (“PIN”).

1. **MONEYACCOUNT CARD.** The Bank maintains an account established for the benefit of MoneyAccount prepaid cardholders. There is no separate deposit account established in your name for you at the Bank. You may not obtain or write checks on the account, initiate ACH debits nor make any deposits, withdrawals, or any other transactions with the Card or on the account except as described in this Agreement. You may not assign or resell the Card. The funds maintained in the account are FDIC insured. The Bank does not pay interest to you.
2. **OWNERSHIP OF JOINT FUNDS.** If you requested a joint Card account, then the funds loaded on the Card are owned jointly with right of survivorship by you and the other joint owner. Each joint owner has an equal and undivided interest in all the funds loaded on the Card regardless of who loaded the funds. Upon the death of a joint owner, the surviving joint owner shall be entitled to all funds remaining on the Card. Each joint owner appoints the other as his or her agent to withdraw all of the underlying funds and conduct any business with the Card including closing the Card account. We will issue one Card per joint owner and each joint owner shall be governed by this Agreement.
3. **ADDING VALUE TO THE CARD.** You may add (“load”) value to your Card by any of the following methods: (i) depositing cash or, subject to restrictions, a check at a branch of the Bank; (ii) making a transfer from another Bank account; (iii) through any Visa ReadyLink participating retail location in accordance with the instructions provided with the Card; (iv) by direct deposit from your employer, and (v) other methods that may be available from time to time through a third party provider. You may not make deposits to the Card at ATMs. The maximum daily load amount is \$10,000.00. The maximum amount of value you can have on the card at any time is \$10,000.00. We may increase or decrease these limits at any time in our sole discretion. Some retailers may charge a fee to load value to the Card. You may refer to [visa.com](http://visa.com) for more information on using Visa ReadyLink.
4. **DIRECT DEPOSITS.** You may arrange to have funds transferred directly to your Card by your employer or other appropriate payor. To enroll, you will need to provide your employer or payor with the direct deposit enrollment form provided to you when you applied for the Card or also available at [www.bbt.com](http://www.bbt.com). Funds from electronic direct transfer will generally be available on the day the Bank receives the transfer. You can visit [www.bbt.com](http://www.bbt.com) or call Cardholder Services at (877) 762-9931 to find out whether or not the transfer has been made. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed beyond the first day after the Bank receives the transfer. If this occurs, then funds will generally be available within five (5) business days after the transfer. We reserve the right to accept, reject or limit transfers via direct deposit in our sole discretion. You may cancel the direct transfer authorization at any time by sending a written notice to your employer and providing your employer and the Bank sufficient time to act upon the notice. Your employer may terminate this method of payment, with or without cause, at any time.
5. **AVAILABILITY OF FUNDS.** We will make funds available to you and you will be able to access those funds with the Card on the same day that we receive funds for deposit. If the day on which we receive the funds is not a Business Day for us, the funds will be available to you on the next Business Day.
6. **USING YOUR CARD.** You can use the Card to: (a) obtain cash at ATMs and at branches of financial institutions; (b) purchase goods and services, including Internet purchases, at merchants that participate in the VISA system; and (c) pay bills. You may not use the Card to conduct illegal transactions, such as gambling, or to purchase illegal goods and services. We may refuse to authorize a Card transaction if: (i) the amount of the transaction exceeds the available balance on the Card; (ii) the Card is reported lost or stolen; (iii) we are uncertain whether the transaction is authorized by you; or (iv) we reasonably believe that the transaction is made in connection with an unlawful transaction or activity, including without limitation gaming, gambling, lottery, or similar activities. We may temporarily “freeze” the Card and attempt to contact you if we note transactions that are unusual or appear suspicious. To purchase gas, you must give the Card to an attendant to obtain authorization for the payment amount, rather than inserting the Card at the pump.
7. **ACCESSING THE UNDERLYING ACCOUNT.** All purchases and payments must be initiated using the Card. An attempt by you to access the Card’s underlying account through the use of checks, ACH debits or other non-Card methods is prohibited. If we detect such a transaction, we will block it.
8. **AUTHORIZATION HOLDS.** When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its value. When you use your Card at an ATM or for a teller cash advance transaction, we will authorize the transaction in advance (including all applicable fees). When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and will place a temporary hold on the funds for the amount indicated by the merchant. For most transactions, the hold will be released within four days. Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause a hold on your available balance for up to 30 days. Until the merchant finally settles the transaction, any funds subject to a hold will not be available to you for other purposes. We will release the hold when the transaction finally settles, or within a few days after if the merchant does not provide sufficient information to match the transaction to its corresponding hold.

9. **REFUNDS FOR PURCHASES.** No cash refunds will be made to you by the Bank on Card purchases. Any claim or dispute regarding goods or services purchased with the Card must be directed to the merchant or other business establishment at which you made the purchase. The amount of the credit, if any, will be reflected in your transaction history. You may not stop payment on Card purchases.
10. **DAILY LIMITS ON TRANSACTIONS.** You may use the Card to withdraw up to the lesser of your available balance or \$500 per day at an ATM. You may use the Card to make purchases up to the lesser of your available balance or \$3,000 per day. Bill payments made through BB&T OnLine Banking are included in and subject to this \$3,000 per day purchase limit. You may use the Card to obtain cash back at a merchant's point of sale terminal (subject to the merchant's limits) up to the lesser of your available balance or \$3,000 per day. You may obtain cash by performing a cash advance transaction at any participating Visa bank up to the lesser of your available balance or \$3,000 per day.
11. **OVERDRAFTS.** You may not use the Card to perform transaction(s) that exceed your available funds on the Card. There is no credit line associated with the Card. Transaction(s) in excess of the available balance will ordinarily be declined by the Bank and/or the merchant. If, however, the Bank settles such transaction(s), you remain responsible for the transaction(s) and agree to repay us the amount of any transaction(s) that exceed the available balance without further demand by us. At our option, we may deduct the amount due from you from the Card balance, now or in the future. We may also deduct the amount from any other account you may own at the Bank or any other prepaid card issued to you by the Bank.
12. **CARD AND PIN SECURITY.** You agree not to give or otherwise make the Card or PIN available to others. For security reasons, you agree not to write your PIN on the Card or keep it in the same location as the Card. You are responsible for all transactions made by you and any person you authorize or permit to use the Card or PIN. The Card is the Bank's property and must be returned to us upon request. If you authorize someone to use the Card or PIN, you are responsible for all transactions made with the Card or PIN until you notify us that such transactions are no longer authorized.
13. **FEES.** You agree to pay the fees and charges listed on the Fee Schedule accompanying the Card, which is incorporated by reference. Fees are deducted from the Card balance.
14. **FOREIGN CURRENCY TRANSACTIONS.** Visa will convert to U.S. dollars any purchase, credit, cash disbursement, ATM transaction, or reversal transaction made to the Card in currency other than U.S. dollars. The conversion rate will be determined using VISA currency conversion procedures then in effect. Under the currency conversion procedure that VISA International uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA receives, or the government mandated rate in effect for the applicable central processing date. The currency conversion rate is subject to change by VISA. The date the conversion rate is applied by VISA is either: (1) the date the transaction is processed; or (2) the day before the date the transaction is processed. Thus, the conversion rate applied may differ from the rate on the date of your transaction. Any fees imposed by us in connection with foreign currency conversions and in connection with transactions occurring outside the United States, Puerto Rico, and the U.S. Virgin Islands (international transactions) are contained in the fee schedule accompanying the Card.
15. **ONLINE STATEMENTS.** You will receive statements in electronic form. Electronic statements will be made available to you online at [www.bbt.com](http://www.bbt.com). Your statement will be available within 24 hours after the statement cut-off date. You may view, print, and download your current statement and up to 24 months of statement history. Paper statements are only available upon request and will only be sent for the previous or current statement cycle. You may request your paper statement by calling (877)-762-9931, or by writing us at Cardholder Services, PO Box 7235, Sioux Falls, SD 57117-7235. Fees may apply when calling Cardholder Services or requesting a paper statement. Any applicable fee will be reflected in the fee schedule. You may get information about the available balance on the Card by the following methods: (i) on the receipt when you perform an ATM transaction or make a purchase at certain merchants; (ii) by performing a balance inquiry at ATMs; (iii) by calling the Customer Service Center at (877)-762-9931; (iv) online at [www.bbt.com](http://www.bbt.com); (v) visiting a branch, or (vi) via BB&T Mobile Banking at [www.bbt.mobi](http://www.bbt.mobi)
16. **LOST OR STOLEN CARD/PIN.** If you believe the Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your available funds without your permission, call us at (877)-762-9931, or write to us at, Cardholder Services, PO Box 7235, Sioux Falls, SD 57117-7235, or fax us at (954) 377-0072.
17. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** Telephone us at (877)-762-9931, or write us at Cardholder Services, PO Box 7235, Sioux Falls, SD 57117-7235 as soon as you can, if you think an error has occurred in the Card account. You must report an error within one hundred twenty (120) days after the alleged erroneous transaction was debited or credited to the Card account. You may request a written history of your transactions at any time by calling us at (877)-762-9931 or writing to us at Cardholder Services, PO Box 7235, Sioux Falls, SD 57117-7235. Fees may apply when calling Cardholder Services or requesting a paper statement. Any applicable fee will be reflected in the fee schedule. You will need to tell us: (1) Your name and Card number; (2) Why you believe there is an error, and the dollar amount involved; (3) 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 after you make the oral complaint. 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 the Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time that 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 account 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 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 process, call us at the number set forth in the preceding section.

**18. ZERO LIABILITY POLICY FOR CARD PURCHASES AND ATM TRANSACTIONS.** You may have no liability for unauthorized Card purchases and ATM Transactions, subject to the following terms and conditions:

- a. Our zero liability policies apply only to unauthorized purchases and ATM Transactions using your Card or Card number. Any claims of unauthorized transactions that do not meet the conditions of this section and any claims of unauthorized transactions involving other types of electronic fund transfers are governed by Paragraph 19 below. If your claim does not meet the terms and conditions contained in this section, the Bank will automatically reexamine your claim in accordance with Paragraph 19 below.
- b. Our zero liability policy may not apply if: (i) we determine that the unauthorized transaction was a result of gross negligence or fraud on your part; (ii) you fail to provide us with a statement or affidavit of your claim within the time requested; (iii) we determine that the transaction was not “unauthorized” as defined below; or (iv) you fail to report the loss, theft, or unauthorized use of your Card or Card number within a reasonable period of time. A reasonable period of time will be determined by Bank in its sole discretion, but in no event will it be shorter than the time periods specified in Paragraph 19 below.
- c. “Unauthorized” Defined – A transaction is considered “unauthorized” if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered “unauthorized” if: (i) you furnish the card, card number, or other identifying information to another person and give that individual express or implied authority to perform one or more transactions and the person then exceeds that authority, or (ii) for any other reason Bank concludes that the facts and circumstances do not reasonably support a claim of unauthorized use.

**19. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS.** You are responsible for all authorized uses of the Card. Except as set forth below, you will not be responsible for an unauthorized use of the Card. An “unauthorized” use is a withdrawal or transaction initiated by someone other than you without your express or implicit authorization and you receive no benefit from the transaction. We may refuse to reimburse you for a transaction you assert is unauthorized if: (1) you give the Card, Card number, and/or PIN to another person whom you expressly or implicitly authorize to use the Card, even if that person withdraws or purchases more than you authorized; or (2) we conclude that the facts do not reasonably support a claim of unauthorized use. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money associated with your Card. Liability for unauthorized purchases: If the Card is used to make unauthorized purchases through the Visa network, your liability for unauthorized transactions will be \$0 except in the following cases: (i) we determine that the unauthorized transaction was a result of gross negligence or fraud on your part; (ii) you fail to provide us with a statement or affidavit of your claim within the time requested; (iii) we determine that the transaction was not “unauthorized” as defined above; or (iv) you fail to report the loss, theft, or unauthorized use of the Card or PIN within a reasonable period of time. A reasonable period of time will be determined by Bank in its sole discretion, but in no event will it be shorter than one hundred twenty (120) days after the alleged unauthorized transaction was debited to the Card account. Liability for all other unauthorized transactions: If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of the Card, PIN, or of the unauthorized transaction, and we can prove that we could have stopped someone from making the transaction without your permission if you had told us, you could lose as much as \$500. Also, if the written transaction history provided to you shows transfers that you did not make, tell us at once. If you do not tell us within one hundred twenty (120) days after the alleged unauthorized transaction was debited to the Card account, you may not get back any money you lost after the one hundred twenty (120) 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.

**20. OUR LIABILITY/LIMITATIONS.** If we do not complete an electronic fund transfer on time or in the correct amount according to this Agreement, we will be liable for your actual losses or damages. WE ARE NOT LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. WE WILL NOT BE LIABLE, FOR INSTANCE, IF:

- Through no fault of ours, the available balance on the Card is insufficient to perform the transaction together with applicable fees;
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transfer despite reasonable precautions taken by us;
- The system, ATM or POS terminal was not working properly and you knew about the problem when you started the transaction;
- Your employer has delayed or failed to provide the funds, or has not authorized us to make the necessary funds available through the Card;
- The funds available through the Card are subject to legal process or are otherwise not available for withdrawal; or
- The transaction cannot be completed because the Card is damaged.
- The ATM you are using does not have enough cash.



- 21. PREAUTHORIZED TRANSFERS/PAYMENTS.** a. Right to Stop Payment and Procedure for Doing So. If you have authorized regular payments to be made from the Card, you can stop any of these payments. Here's how: You may call (877)-762-9931, or write to: Cardholder Services, PO Box 7235, Sioux Falls, SD 57117-7235, in time for us to receive your request at least three (3) business days before the payment is scheduled to be made. If you orally request a stop payment, we may require you to also put your request in writing and get it to us within fourteen (14) days after you call. b. Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. c. Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or damages.
- 22. CONFIDENTIALITY.** Subject to applicable law, we will disclose information to third parties about you and your accounts or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) as otherwise required or permitted by law or government regulation; (v) if you give us permission; (vi) to your employer or other payors authorized to make direct deposits to the Card; and (vii) as stated in our Consumer Privacy Notice.
- 23. BUSINESS DAYS.** Our business days are Monday through Friday, excluding holidays.
- 24. ASSIGNMENT.** You may not assign your rights or obligations in connection with this Agreement, the funds available to you through the Card, or the Card itself to others. We may assign our rights and obligations under this Agreement to others without prior notice to you or your consent.
- 25. SEVERABILITY/WAIVER.** If any provision of this Agreement is deemed unlawful, void, or unenforceable, it will be deemed severed from this Agreement and shall not affect the validity and enforceability of the remaining provisions. We may delay enforcing our rights under this Agreement without losing them. Any waiver by us will not be deemed a waiver of other rights or of the same right at another time.
- 26. GOVERNING LAW.** This Agreement and the account shall be governed by applicable laws of the State of North Carolina without regard to its conflict of laws principles.
- 27. LEGAL PROCESS.** We may comply with any subpoena, levy or other legal process which we believe (correctly or otherwise) to be valid. We may apply the subpoena, levy or legal process to a joint Card account even if only one cardholder is named in the legal process and notwithstanding any claim or assertion concerning the joint cardholders' proportionate ownership of the Card funds. We may notify you of such process by telephone, electronically or in writing. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your available Card funds. We may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at a different location.
- 28. CHANGE IN TERMS.** We may change (add to, delete or amend) this Agreement at any time by providing you with prior notice.
- 29. CANCELLATION OF CARD/TERMINATION OF AGREEMENT.** We may suspend or terminate your use of the Card and terminate this Agreement with or without cause at any time by providing you with prior notice. We may terminate your use of the Card and this service immediately if: (a) you breach this Agreement or any other agreement with us; (b) we have reason to believe that there has been or may be an unauthorized use of the Card or PIN; or (c) there are conflicting claims to your funds. You may terminate your use of the Card and this Agreement at any time by providing us with prior written notice. If you receive your pay by direct deposit to the Card, you should notify your employer of the termination and make other arrangements to receive future payments from your employer. We will refund any remaining balance on the Card after deducting all fees and any outstanding transactions by sending the balance to the address in our records.
- 30. CARD EXPIRATION; RENEWAL.** Subject to applicable law, you may use the Card only through its expiration date. If you attempt to use the Card after the expiration date, the transactions may not be processed. The Card is good for at least one year from the date of first activation. If there is a balance remaining on the Card upon expiration and your Card is in good standing, the balance will be transferred to a new Card. If we do not choose to issue a new Card to you or if we cancel your Card privileges for any reason, you can liquidate any remaining funds by visiting a BB&T financial center. Any fees or charges owed to us must be collected before liquidating and closing your Card.
- 31. INACTIVE CARDS; UNCLAIMED PROPERTY.** If your Card has a zero or negative balance, we may, at our option, cancel your Card without notice. We may assess a monthly maintenance fee for the life of the Card. If we have no record of Card activity for several years, applicable law may require us to report the balance on the Card as unclaimed property. If this occurs, we may try to locate you at the address shown in our records. If we are unable to locate you, we may be required to deliver any value remaining on the Card to the state as unclaimed property.

**32. ARBITRATION.** IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN A COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION, OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ANY PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION LOSS OF PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**ARBITRATION OPTION**

Any claim or dispute (“Claim”) by either you or us against the other arising from or relating in any way to the Card or the Agreement will, at the election of either you or us, be resolved by binding arbitration.

**COVERAGE**

This arbitration provision governs all Claims, whether such claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any other legal theory and whether such Claim seeks as remedies money damages, penalties, injunctions or declaratory or equitable relief. Claims subject to this arbitration provision include Claims regarding the applicability of this provision or the validity of this or any prior agreement. As used in this arbitration provision, the term “Claim” is to be given the broadest possible meaning, and includes Claims that arose in the past or arise in the present or future. Claims subject to arbitration also include Claims that are made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise.

**NO CLASS ACTION**

If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action only. This means that even if a demand for class arbitration, class action lawsuit or other representative action, including a private attorney general action, is filed, any Claim related to the issues of such lawsuits will be subject to individual arbitration.

**SMALL CLAIMS COURT**

Notwithstanding this arbitration provision, if you have a Claim that is within the jurisdiction of the small claims court, you may file your Claim there. Any appeal from a decision of a small claims court shall be subject this arbitration provision.

**PROCESS AND NOTICE**

The arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association (“AAA”) or JAMS and their respective rules in effect at the time the Claim is filed. To start an arbitration proceeding, you or we must give notice of an election to arbitrate to the other. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. Our notice to you may be provided to you at your last known address or at such other address as we may have in our records; your notice to us shall be given at 200 W. Second Street, Winston-Salem, North Carolina 27101. If the Bank initiates arbitration against you, the Bank will notify you in writing and give you 20 days to select one of these organizations to serve as the arbitration administrator. If you fail to select an arbitration administrator within that 20-day period, the Bank will select one. If there is a conflict between the rules and procedures of the administrator and any term in this arbitration provision, the terms of this arbitration provision shall prevail. You or the Bank may bring a summary or expedited motion to compel arbitration of any Claim or to stay the litigation of any Claims pending in any court. Such a motion or action may be brought at any time. The failure to initiate or request arbitration at the beginning of a dispute or claim shall not be construed as a waiver of the right to arbitration.

**ADMINISTRATOR RULES AND CONTACT INFORMATION**

You may obtain a copy of the current rules of the arbitration administrator, including information about arbitration, fees, and instructions for initiating arbitration, by contacting the administrators using the following information:

**American Arbitration Association**

1633 Broadway, Floor 10  
New York, NY 10019  
Phone: 800-778-7879  
Fax: 212-716-5905  
Web site: [www.adr.org](http://www.adr.org)

**JAMS Atlanta**

One Atlantic Center  
1201 West Peachtree, NW  
Suite 2650  
Atlanta, GA 30309  
Phone: 404-588-0900  
Fax: 404-588-0905  
Web site: [jamsadr.com](http://jamsadr.com)

You and the Bank each agree that in this relationship, you and the Bank are participating in transactions involving interstate commerce which shall be governed by the provisions of the Federal Arbitration Act, Title 9 of the United States Code (“FAA”) and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all available remedies, including without limitation, damages (to the extent not limited by this Agreement), declaratory, injunctive and other equitable relief, and attorneys’ fees and costs. The arbitrator shall follow rules of procedure and evidence consistent with the FAA, this provision and the administrator’s rules. Any court with jurisdiction may enter judgment upon the arbitrator’s award. The arbitrator’s award will be final and binding, except for any appeal right under the FAA.

## **COSTS AND FEES**

All fees and costs are allocated pursuant to the rules of the AAA. At your request, the Bank will advance the first \$500 of the filing and hearing fees for any Claim that you may file against the Bank. The arbitrator may award any fees, cost, and expenses including attorney's fees, as permitted by the administrator's rules. Unless applicable law provides otherwise, the appealing party will pay the cost of appeal, regardless of its outcome. However, we will consider in good faith any reasonable written request for us to bear the cost of your appeal. We will pay any fees or expenses we are required by law to pay or in order to make this arbitration provision enforceable.

### **Survival**

This arbitration provision shall survive termination or suspension of the Card at the Bank. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision or this Agreement; provided, however, if the limitations on class actions are struck in a proceeding brought on a class, representative or private attorney general basis, without impairing the right to appeal such decision, this entire arbitration provision (other than this proviso) shall be null and void in such proceeding.

- 33. NOTICE OF SAFETY PRECAUTIONS.** You should employ the following basic safety precautions while using an automated teller machine ("ATM") during hours of darkness: (i) be aware of your surroundings when using an ATM, particularly during the hours of darkness; (ii) be accompanied by another person when using an ATM during the hours of darkness; (iii) refrain from displaying cash and your PIN, place cash in a pocket as soon as a transaction is completed, and count cash in the safety of a locked enclosure such as a car or home; (iv) use another ATM or return at a later time if anything suspicious is noticed; (v) cancel a transaction, place your Card in a pocket, and leave if you notice anything suspicious when using an ATM; (vi) immediately report all crimes to the operator of the ATM and to local law enforcement officials; and (vii) create a PIN that is difficult to guess by others, memorize it, and do not carry your PIN with your Card.
- 34. IMPORTANT INFORMATION ABOUT OUR IDENTIFICATION PROCEDURES.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires us to obtain, verify, and record information that identifies each person who requests a Card. What this means to you: You will be asked to provide your name, address, date of birth, and other information that will allow us to identify you. You may also be asked to provide your drivers license or other identifying documents.
- 35. ENTIRE AGREEMENT.** This Agreement and the Fee Schedule constitute the entire agreement between you and the Bank with respect to your use of the Card and supersedes any prior oral or written agreements with respect to the subject matter contained herein.