

Outlook Prepaid Mastercard

Monthly fee	Per purchase	ATM withdrawal	Cash reload
<b>\$5.00</b>	<b>\$0.00</b> domestic <b>3%</b> international	<b>\$0.00</b> in-network <b>\$3.00<sup>1</sup></b> out-of-network	<b>\$0.00</b>
ATM balance inquiry (in-network or out-of-network)		\$0.00/\$0.00	
Customer service (live agent or automated)		\$0.00	
Inactivity (after 12 months with no transactions)		\$15.00 per month	
<b>We charge 2 other types of fees. They are:</b>			
Card Replacement		\$5.00	
Expedited Shipping		\$25.00	
<p><sup>1</sup> A surcharge fee from the ATM owner may also apply.</p> <p><b>No overdraft/credit feature</b></p> <p>Your funds are eligible for FDIC insurance</p> <p>For general information about prepaid accounts, visit <a href="http://cfpb.gov/prepaid">cfpb.gov/prepaid</a> Find details and conditions for all fees and services in the Outlook Prepaid Mastercard Agreement</p>			

This card is issued by The Central Trust Bank

## List of All Fees for Outlook Prepaid Mastercard

All Fees	Amount	Details
Get Started		
Card purchase	\$0.00	
Monthly Usage		
Monthly Fee	\$5.00	
Add Money		
Direct Deposit	\$0.00	
ATM/Bank Branch Deposit	\$0.00	
Mobile Deposit	\$0.00	
Mail	\$0.00	
Spend Money		
Purchase POS (PIN and Signature)	\$0.00	
Get Cash		
Cash Advance	\$0.00	
ATM Withdrawal (in network)	\$0.00	'In-network' refers to the Central Bancompany network. Locations can be found at <a href="http://centralbank.net/locations">centralbank.net/locations</a>
ATM Withdrawal (out of network)	\$3.00	This is our fee. 'Out of network' refers to ATMs outside of the Central Bancompany network. You may be charged a fee by the ATM operator, even if you do not complete a transaction.
Information		
Customer Service (automated)	\$0.00	
Customer Service (live agent)	\$0.00	
ATM Balance Inquiry (in network)	\$0.00	
ATM Balance Inquiry (out of network)	\$0.00	This is our fee. 'Out of network' refers to ATMs outside of the Central Bancompany network. You may be charged a fee by the ATM operator, even if you do not complete a transaction.
Using your card outside the U.S		
International transaction	3%	Of the U.S. dollar amount of each transaction
International ATM withdrawal	\$3.00	This is our fee. You may be charged a fee by the ATM operator. Even if you do not complete a transaction.
International ATM balance inquiry	\$3.00	This is our fee. You may be charged a fee by the ATM operator. Even if you do not complete a transaction.
Other		
Replacement Card	\$5.00	You will be charged for each instance a card replacement is requested.
Replacement Card-Expedited Delivery	\$25.00	You will be charged for each instance an expedited card replacement is requested.
Inactivity	\$15.00	You will be charged each month (after 12 months with no transactions)

Your funds will be held at The Central Trust Bank, an FDIC-insured institution. Your funds are insured up to \$250,000 by the FDIC in the event The Central Trust Bank fails, if specific insurance requirements are met. See [fdic.gov/deposit/deposits/prepaid.html](http://fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact us by calling( 855) 401-4599, by mail at PO Box 779, Jefferson City, MO 65102 or visit [centralbank.net/personal/our-accounts/services/outlook](http://centralbank.net/personal/our-accounts/services/outlook). For general information about prepaid cards, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at (855) 411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).

# Outlook<sup>SM</sup> Prepaid Mastercard<sup>®</sup> Agreement

**THIS AGREEMENT (the “Agreement”)** governs the issuance and use of the Outlook<sup>SM</sup> Prepaid Mastercard<sup>®</sup> Card (the “Card”). When you buy, use, sign or otherwise accept the Card, you agree to the terms and conditions of this Agreement and further agree that you will be responsible for your use of the Card.

**1. Definitions. The following are definitions of some important terms used throughout this Agreement:**

- **ATM** - automated teller machine
- **Business Day** - Monday through Friday, excluding federal holidays.
- **PIN** - personal identification number.
- **POS** - point of sale.
- **POS Terminal** - any POS terminal used to remove money from your Card or conduct transactions on your Card
- **We, our and us** - The Central Trust Bank, which is the issuer of the Card
- **You and your** - the person who obtained, used, or signed the Card and any joint owner of the Card. It also includes any person you permit to use the Card.

**2. Use of Your Card.** You may use the Card:

- a. At ATMs displaying the Mastercard<sup>®</sup> or MoneyPass<sup>®</sup> logo to make cash withdrawals or balance inquiries;
- b. To purchase goods or pay for services at merchants that accept Mastercard<sup>®</sup> debit cards (including transactions conducted over the Internet); or with a PIN at locations displaying Maestro<sup>®</sup> or Accel <sup>®</sup>;
- c. To obtain cash withdrawals at a financial institution that accepts Mastercard<sup>®</sup>;
- d. To add funds to the Card as described in in Section 3; or
- e. To authorize others to originate recurring debits of the funds on your Card, such as debits to make utility payments.

**3. Loading the Card.** When you obtain the Card, you must load the Card with funds. You may load your Card by:

- a. Signing up for Direct Deposit with your employer or government benefits.
- b. Visiting your nearest bank branch or ATM.
- c. Mobile Deposit. Or
- d. Mail, be sure to include your Outlook<sup>SM</sup> card number.

In addition, the following limits apply:

\* Minimum load is \$1.00

\* Maximum cash reload each business day is \$2,500.00

\* Mobile Deposits

i. Daily Item Limit set to \$500.00

ii. Weekly Limit set to \$2,500.00

iii. Zero (0) Returned Items in the last 90 days

We reserve the right to accept, reject, or limit any amount loaded on your Card and to accept or reject any reload funds request in our sole discretion. We will monitor and report any suspicious activity to the appropriate authorities.

Your Outlook Prepaid direct deposit account number cannot be used for preauthorized direct debits from merchants or from utility or Internet service providers. If presented for payment, these preauthorized direct debits will be declined and your payment to the merchant or provider will not be processed. The Bank routing number and Direct Deposit account number is for the purpose of initiating direct deposits to your Outlook Prepaid Mastercard account only. You are not authorized to provide this Bank routing number and Direct Deposit account number to anyone other than your employer or payer.

**4. Issuance of Card.** The Card is a fully functional re-loadable general-use prepaid card. It may be obtained through Instant Issue at certain branch locations or mailed to you within seven (7) to ten (10) business days.

**5. Fees.** You agree to pay the fees disclosed on page 2 of this document and incorporated herein by this reference. We may subsequently adjust these fees upon written notice to you and your continued use of the Card shall be conclusively deemed to be your acceptance of the modified fees. You also agree that we may deduct these fees and any other charges from the funds on your Card.

**6. Customer Service.** If you need to contact us, you may call or write to use as follows:

Customer Service Telephone Number: (855) 401-4599

Customer Service Address:

238 Madison St

Jefferson City, MO 65101

**For Unauthorized Transfers or Error Resolution, you need to call or write:**

CENTRAL BANCOMPANY REGULATION E INVESTIGATIONS

Telephone Number: (866) 998-4617

Address: P.O. Box 779, Jefferson City, MO 65102-9982

Hours: 8:00 a.m. – 5:00 p.m. CST

Business Days: Monday through Friday – Excluding Federal Holidays

**7. Funds Availability.** We attempt to make money loaded available for use the same Business Day. Checks loaded to your Card will be available the next business day after the day we receive your deposit. Availability may be delayed at our discretion or due to technology malfunctions, third-party actions, compliance with or discharge of legal or regulatory responsibilities (for example, a court order), and as permitted or required by law.

**8. Card Details and Restrictions.** The Card is your only means of accessing the funds. You cannot link the Card to any deposit or credit account that you may have and there is no overdraft protection on your Card. We may refuse to issue a Card to anyone for any reason. The Card is not for resale and may not be transferred to another person. You must be at least 18 years of age (or the age of majority in the state where you obtain the card if different than 18) to obtain or use the Card. You may obtain or use the Card if you are under the age of 18 if you are at least 15 years old and your parent or legal guardian is a joint owner of the Card and equally responsible for its use.

**9. Your PIN.** You agree (a) not to provide your PIN to any person, (b) not to write your PIN on the Card or anywhere else, (c) to keep the Card in a safe place, and (d) to protect the Card and PIN from fraudulent or unauthorized use.

**10. Telephone and Electronic Communications.** We may record and monitor any of our telephone conversations with you. If you give us your cell phone number as a contact number for your Card, you agree that we may send messages to that number by text or by calling it, including autodialed or prerecorded calls. Communication may be sent electronically, such as by email or text messages, unless the law requires otherwise.

**11. FDIC Insurance.** Funds on your Card are insured by the Federal Deposit Insurance Corporation, subject to its rules and regulations and applicable limits. The Federal Deposit Insurance Corporation provides deposit insurance coverage to the customers of each financial institution that is FDIC-insured. The Central Trust Bank is an FDIC insured bank which has several divisions which operate under different names. These division names include, but are not limited to, Central Bank of the Midwest, Bank Central, Jefferson Bank and HSA Central.

It is important for you to be aware that any division of The Central Trust Bank is considered part of that bank and as such, all deposits placed in deposit accounts with The Central Trust Bank, including any of its divisions, will be aggregated with all other deposits placed in deposit accounts with The Central Trust Bank, including any of its divisions, for the purpose of determining FDIC insurance coverage.

By agreeing to the terms and conditions for your account, all account owners acknowledge receipt of and agree with the terms of this disclosure.

**12. Transactions.** You are responsible for the use of the Card. If you give someone your Card, Card number, or PIN, you are permitting that person to use your Card, and you are responsible for their transactions until you tell us otherwise. We reserve the right to refuse a Card transaction if we believe that it may be fraudulent or for any other reason.

**13. Authorization Holds.** When you use your Card for a transaction, a “hold” will be placed on your available Card funds in the amount of the authorized transaction until it is posted to your Card, at which time the funds will be debited from your Card. Typically, transactions made with your Card using a PIN will be posted to your account on the same date the transaction occurs. Some transactions made with your Card can take additional business days to post. In some cases, the amount of the pending transaction may not match the actual amount of the final transaction. For example, transactions with some merchants may involve an initial hold for a dollar amount that could be greater than the final debit. In addition, some transactions with some merchants may be preauthorized in the purchase amount plus an estimated amount to cover tips or incidental expenses. We will have no liability to you in the event we decline any Card transaction because such an authorization hold is in place. We will have no liability in the event any merchant delays or fail to complete the final processing of any Card transaction.

### **Special Merchant Handling**

When you make a payment to certain merchant s for goods or services (typically gas stations, restaurants, rental car agencies, hotels, cruise lines and similar merchant s), we or the merchant may request an authorization for the amount of your anticipated transaction in advance and may estimate the final value of the transaction, which may be more than the amount of the actual transaction. For example, a restaurant may request an authorization for the estimated dining bill and for a tip. In such an event, we will place a temporary "hold" on the funds in your account for an estimated amount indicated by us or the merchant at the time the transaction is authorized, plus any applicable fees, and will release any temporarily-held funds in excess of the amount of the actual transaction, typically not later than the seventh (7th) day after the transaction, in the case of most merchant transactions, and typically not later than the thirtieth (30th) day after the transaction, in the case of transactions with rental car agencies. Until released, the funds subject to the hold will not be available to you for other purposes.

**14. Transaction Limits.** The Card is subject to withdrawal and transactional limits, though they may change from time to time: you may withdraw no more than \$800.00 cash per calendar day, you may not exceed \$2,000.00 in POS transactions per calendar day. Any such changes will generally be effective immediately unless we are required by applicable law to provide you with advance written notice of the proposed changes. In such instances, those changes will be effective immediately following the effective date stated in the notice.

**15. Negative Balances.** You are not allowed to exceed the available money on your Card. If you try to use the Card for a transaction in an amount that is greater than the money available on your Card, we are not required to approve the transaction, even if in the past we may have done so. In the event that we permit a Card transaction when you do not have enough money available on the Card, you agree to pay us the amount of any negative balance immediately without further demand by us. You understand that we may deduct the amount of the negative balance from money that becomes available on your Card.

**16. Card Records.** You should get a receipt at the time you make a transaction or obtain cash using your Card. You may request information about the funds available on your Card:

- At any ATM;
- By calling us at the customer service telephone number noted in section 6; or
- Online Banking at:
  - [centralbank.net](http://centralbank.net) for Central Bank customers
  - [jefferson-bank.com](http://jefferson-bank.com) for Jefferson Bank customers
  - [bankcentral.net](http://bankcentral.net) for Bank Central customers

We will not mail you a periodic statement regarding your Card transactions. You may, however, enroll in Online banking by visiting the URL noted above. You can then view, print, or electronically save your transaction history. You may also call us to obtain a history of your Card transactions.

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.

**17. Joint Owners.** Any Card with joint owners is deemed a joint account with rights of survivorship. Each joint owner agrees that any amounts on the Card loaded by any joint owner, and all amounts accumulated thereon, shall be owned by them as joint tenants with right of survivorship, not as tenancy by the entireties. All joint owners agree to be jointly and severally liable to us for any Card transactions or negative balance regardless of which joint owner made the transaction. Any joint owner may cancel the Card and withdraw all or part of the Card funds. Each joint owner intends and agrees that the account balance upon his/her death shall, subject to set off and our security agreement, be the property of the survivor or, if more than one survivor, the survivors shall remain as joint tenants with right of survivorship between them. A payment to you or the survivor shall be a valid and complete discharge of our liability. However, upon receipt of notice of your death or incompetence, we may restrict or prohibit further withdrawals until we are satisfied that our obligations under the law and this Agreement have been met.

**18. Recurring Transactions.** If you have authorized a third party to initiate recurring credits or debits to your Card, you must tell them when your Card is replaced, if your Card number or “valid thru” date has changed, or your Card is canceled. 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 that the third party is no longer allowed to do so and we have time to process your request.

**19. Merchant Transactions.** We are not responsible for the quality of goods, property, or services you purchase with the Card. Any claims concerning goods, property, or services purchased with the Card must be resolved by you directly with the merchant or seller, and any claim or defense that you assert against such merchant or seller will not relieve you of your responsibility to us for the total amount of the Card transaction. If you are entitled to a refund for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. No cash refunds will be made by us to you on Card purchases.

**20. International Transaction Fee.** If you effect a transaction with your card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. An International Transaction Fee of 3% is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

**21. Prohibited Transactions.** You may not use your Card in connection with any Internet or on-line gambling transaction, even if gambling is legal in the jurisdiction where the activity took place. We are not responsible for your losses from gambling or illegal activity. You agree not to use the Card for illegal purposes. It is your responsibility to determine if your usage is legal. The display of the Mastercard logo or any other logo by any person accepting the Card does not indicate that a transaction is legal.

**22. Your Liability for Unauthorized Transactions; Prompt Reporting.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe a transfer has been made without your permission. You could lose all your money on the Card. If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 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 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 told us, you could lose as much as \$500.00.

If your Card transaction history shows a transaction that you did not make, tell us at once. If you do not tell us with the earliest of (a) 60 days after the date you FIRST electronically accessed your account, if the error could be viewed in our electronic history or (b) 60 days after the date we sent you the FIRST written transaction history on which the error appeared, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**23. Mastercard Zero Liability Policy.** You will not be liable for any unauthorized transactions using your Card, when used for point-of-sale transactions, if:

- i. you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft,
- ii. you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and
- iii. your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50.00 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. "Unauthorized use" means the use of your Card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by Mastercard.

**24. Error Resolution.** In Case of Errors or Questions About Your Card account: Telephone us at the Regulation E Investigations customer service number provided in this Agreement or write us at the Regulation E Investigations customer service address provided in this Agreement as soon as you can, if you think an error has occurred in your Card account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at the customer service number provided in this agreement or writing us at the customer service address provided in this agreement. When notifying us, you must:

- Tell us your name and your Card number.
- Describe the error of the transaction you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
- Tell us the dollar amount of the suspected error.
- Tell us the date the transaction occurred.

If you tell us orally, we may require that you send us, within 10 business days of the request, your complaint or question in writing. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Card within 10 business days for the amount you think is in error, so that you will have the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Card. For errors involving new Cards (open less than 30 days), POS or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cards, we may take up to 20 business days to credit your Card for the amount you think is in error. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents used in our investigation. If we have issued provisional credit to you and there is no error, the amount of that credit will be subtracted from your Card. We will give you advance notice of the amount and date of the debit against your Card for that credit. If you need more information about our error-resolution procedures, call us at the Regulation E Investigations customer service number provided in this Agreement.

**25. Failure to Make Transfers.** 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 losses or damages. However, there are exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have money available on your Card to complete the transaction;
- b. If your money is being held or frozen or is subject to legal process, court order, or other restrictions prohibiting the transfer;
- c. If the ATM where you are making a withdrawal does not have enough cash;
- d. If you have exceeded the limits on frequency of transfers or dollar amount of transfers;
- e. If your Card or PIN has been reported lost or stolen, or if we suspect that the Card or PIN is being used fraudulently or in breach of the terms of this Agreement, or if the Card has been damaged;
- f. 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;
- g. If making the transfer would cause us to violate any law, rule or regulation to which we are subject;
- h. If your card is presumed abandoned under applicable law, or if we consider your Card to be dormant or inactive; or
- i. If a merchant, financial institution, or other party refuses to accept the Card.

**26. Our Disclosure of Information to Third Parties.** We will disclose information to third parties about your Card or the transactions you make:

- a. Where it is necessary for completing transactions, or
- b. In order to verify the existence and condition of your card account for a third party, or
- c. In order to comply with government agency or court orders, or
- d. You give us your written permission, or
- e. Otherwise in accordance with our Privacy Statement.

**27. Right of Set Off.** Any obligation or monies due may be charged to any account in your name (including any joint owner), and you hereby grant to us a security interest in your Card and any account with us to secure any money owed to us, regardless of the amount of contribution by any of you to the Card or other such account(s). You agree that the security interest granted to us is consensual and is in addition to our common law right of set off. You also grant us the right, on our own behalf and on behalf of our affiliates, to set off against any and all money in your Card to pay any money due or obligation owed by you. You acknowledge that the obligations secured by our security interest and set off rights granted hereby include all present and future obligations owed by you to us or any of our affiliates. You agree that we may act in accordance with instructions received from any of our affiliates regarding disposition of money on your Card or in your accounts without any further consent or action by you. We may exercise our right of set off and our security interest without recourse to other collateral, if any, and even if such action cause you to have transactions drawn returned, incur an early withdrawal penalty, or any other consequence. If we exercise our rights hereunder, we will notify you to the extent required by applicable law. Our right of set off and security interest may not apply to your Card to the extent expressly prohibited by applicable law.

**28. Card Expiration; Renewal.** Subject to applicable law, you may use the Card only through the ‘valid thru’ date on the front of the Card. If you attempt to use the Card after the “valid thru” date, the transaction may not be processed. If you are in compliance with this Agreement, you have used your Card within the 2 months prior to the “valid thru” date on the front of the Card, and there is a balance remaining on the Card at such time, we will transfer the balance to a new Card and send it to you, subject to this Agreement.

**29. Canceling the Card.** We may cancel or suspend the Card or any feature of the Card at any time. The Card remains our property. You may cancel your Card at any time by notifying us (a) at the customer service telephone number provided in this Agreement or (b) in person at any branch location.

Your cancellation of the Card and this Agreement does not affect any of our rights or your obligations under this Agreement prior to cancellation. Once the Card is canceled, you may no longer use the Card. You must notify all third parties that initiate credits or debits to your Card that the Card has been canceled and make other arrangements for such transactions that do not involve the use of the Card. We may, in our sole discretion, honor or reject transactions to your Card after the Card has been canceled, and we will have no liability to you for such actions. Once your Card has been canceled, whether by you or by us, we will arrange to transfer any remaining Card funds to you after deducting the amount of any applicable fees, charges, or transactions. If any attempt to add funds to your Card is made after the Card has been canceled, you agree that we may accept and apply the money to any debts or obligations you owe to us, including any applicable fees, charges and transactions under this Agreement.

**30. Inactive, Lost Contact or Dormant Card.** You must keep us notified of your current address. For security or other business reasons, we may consider your Card inactive or dormant after a certain period of time as determined from time to time by us (such period normally being not less than 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 30 days or longer, we may cancel the Card and begin procedures to collect any funds due us. A Card is considered Inactive if there have been no deposits or transactions after 12 months or more. A Card is considered Lost Contact if the Bank can no longer reach you. Card is considered Dormant if we have Lost Contact with you and there have been no deposits or transactions to your account for three months or more. Cards with balances of \$15.00 or less are subject to a fee equal to the balance if they are considered Inactive or Lost Contact. Card funds that are presumed to be abandoned will be escheated to the appropriate state in accordance with applicable law.

**31. Changes to Agreement.** Subject to applicable law, we have the right to change the terms of this Agreement, Card features, or operational elements, at any time in our sole discretion. Any changes to this Agreement will be effective on the date we mail or otherwise provide them to you on the date we otherwise specify in a notice. If you do not agree to any change in the terms and conditions of this Agreement, you must discontinue your use of the Card and cancel the Card as set forth in Section 29. By using your Card thereafter, you agree to any changes.

**32. Assignment.** You may not assign or transfer your Card or this Agreement, or any of your rights to the Card or this Agreement. We may assign this Agreement or any of our rights thereunder, or delegate our responsibilities thereunder, to any third party or parties in our sole discretion and without notice to you, subject to applicable law.

**33. Severability; No Waiver.** If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability or any remaining provisions. Our failure to enforce the strict performance of any provision of this Agreement will constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement. The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.

**34. Notices.** Any notice we send you will be considered effective when it is sent through the U.S. mail to the address in our records, or, at our option, when transmitted or made available to you pursuant to any other method to which you have agreed in connection with the Card, including, with respect to changes to this Agreement, any means or method described in this Agreement. You agree to notify us by either calling us or through Online Banking immediately of any changes such as your name, your residence, mailing address, or phone number. We may use any source available to us to update and validate the accuracy of your information, but we have no obligation to do so. Unless otherwise provided in this Agreement, notice from you must be in writing. Written notice from you will not be deemed given to us until it has been received by one of our representatives who is authorized by us to consider and act on your notice. If we are required by law or agreement with you to act on any notice you have given to us, you agree that we will have a reasonable opportunity to act.

**35. Governing Law.** The laws of the United States and the State of Missouri govern this Agreement regardless of your place of residence and all transfers are agreed to be originated within the State of Missouri. You hereby consent to service of process, personal jurisdiction, and venue in the state and federal courts in Jefferson City Missouri and Cole County, Missouri and select such courts as the exclusive forum with respect to any action or proceeding brought to enforce any liability or obligation under this Agreement, the Card, your use of the Card, the enforceability and interpretation of this Agreement, or any claim relating to this Agreement.

**36. Items that May Affect Your Card.** If we are served with any legal process which affect the Card, we may, without liability suspend transactions on the Card which we believe to be affected thereby until final determination of such legal proceeding or appropriate resolution of the adverse claim, even though the suspension of payment may have been due to inadvertence, error on account of similarity of names of account owners, or other mistake. Should we be served with garnishment in the name or names of any joint Card owner, you agree that our remittance of any amounts constitutes any authorized withdrawal as provided herein. We should not be liable for any damages to you by reason thereof, provided that we acted in good faith. Attachments, garnishment, levies and the like shall be subject to fees assessed by us and our security interest and right of set off. You acknowledge and agree that we may collect fees associated with the processing of these orders from the Card for a period of up to six months.

**37. Customer Identification.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you request a Card, we will ask for your name, current address, Social Security number (or other government-issued identifying numbers), date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. You confirm, certify and represent that all information that you provide to use in connection with you application for and use of the Card is true and correct, and you agree to notify us in the event any of such information should change. You authorize the verification of your identity through credit bureaus or any other reasonable means.



### 38. Arbitration Provision

This Arbitration Provision describes when and how a "Claim" (as defined below) between you and us may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury.

(a) Your Right to Reject: If you don't want this Arbitration Provision to apply, you may reject it by mailing us a written rejection notice which gives your name and the date of this agreement, and contains a statement that you (both of you, if more than one) reject the Arbitration Provision of this agreement. The rejection notice must be sent to us at 238 Madison Street, Jefferson City, Missouri 65101 Attention: Legal Department. A rejection notice is only effective if it is signed by you (all of you, if more than one) and if we receive it within fifteen (15) days after the date of this agreement. If you don't reject this Arbitration Provision, it will be effective as of the date of this agreement. Your rejection of this Arbitration Provision will not affect any other provision of this agreement.

(b) "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this agreement, including disputes arising from actions or omissions prior to the date of this agreement. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). It also includes disputes about the validity, enforceability, arbitrability or scope of this Arbitration Provision or this agreement.

(c) Excluded Claims: Notwithstanding any language in this Arbitration Provision to the contrary, the term "Claim" does not include any dispute about the validity, effect or enforceability of the prohibitions against class proceedings or multiple-party proceedings described in Subsection (g) below (the "Class Action Waiver"); any such dispute shall be resolved by a court and not by an arbitrator or arbitration administrator. In addition, the following claims or proceedings will not be subject to this Arbitration Provision: (1) any individual action brought by you or us in small claims court, unless such action is transferred, removed, or appealed to a different court; (2) the exercising of any self-help rights or the right to restrain funds in a deposit account, including set-off; (3) the right or obligation to interplead funds in the event of a dispute; (4) the obligation to comply with legal process; (5) the right to obtain provisional remedies such as injunctive relief, seizure, attachment or garnishment; (6) recoupment, repossession, trustee's sales and the like; or (7) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Arbitration Provision.

(d) Starting an Arbitration: Either you or we may require any Claim to be arbitrated. Arbitration is started by giving written notice to the other party of the intent to arbitrate. This written notice shall also be given to the "Administrator" (as defined below) per the Administrator's rules and procedures. The filing of a lawsuit does not negate the right to demand arbitration over the Claim and may address any Claims brought in the lawsuit. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration Administrator.

(e) Choosing the Administrator: "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org), or any other company selected by mutual agreement of the parties. If the AAA cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. Within twenty (20) days of either party providing written notice of the intent to arbitrate, you may either select the AAA as Administrator or propose another company for our consideration. If you do not select the Administrator on time, then the AAA will serve as the Administrator. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that purports to override the Class Action Waiver. A single arbitrator will be selected in accordance with the Administrator's rules and procedures.

(f) IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

(g) IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT OR CLASS MEMBER; (2) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (3) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

(h) Location and Costs of Arbitration: Any arbitration hearing that you attend must take place at a location reasonably convenient to you. Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. If you assert a non-frivolous claim in arbitration, we will reimburse you for the fees charged to you by the Administrator and/or arbitrator. We will bear the expense of our attorneys, experts and witnesses. You will bear the expense of your attorneys, experts and witnesses, but the arbitrator may direct us to reimburse you for the expense of your attorneys, experts and witnesses if you prevail and as the arbitrator deems appropriate.

(i) Governing Law: This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1-16 (the "FAA"), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

(j) Right to Discovery: In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.

(k) Arbitration Result and Right of Appeal: Judgment upon the award given by the arbitrator may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can appeal the award to a three-arbitrator panel administered by the Administrator, which panel shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne as set forth above.

(l) Special Payment: If you initiate arbitration in accordance with the terms set forth above on your own behalf (and not on behalf of any other party and an arbitrator determines that you were entitled to greater relief than that offered by us in our last written settlement offer, then the arbitrator shall award you \$1,000 (not including any arbitration fees and attorneys' fees and costs to which you may be entitled).

**39. 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 will be subject to an individual arbitration.