

# Northwest Federal Credit Union

## Prepaid Card

### Cardholder Agreement

#### IMPORTANT – PLEASE READ CAREFULLY

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**Terms and conditions for Prepaid MasterCard® Device.** This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the Card has been issued to you. By accepting and using this Card, you agree to be bound by the same terms and conditions contained in this Agreement. This Card will remain the property of Northwest Federal Credit Union “Credit Union” and must be surrendered upon demand. This Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference. THE PREPAID MASTERCARD IS SUBJECT TO CERTAIN FEES. SEE FEES AND CHARGES FOR MORE DETAILS. THIS AGREEMENT ALSO REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. SEE ARBITRATION PROVISION FOR MORE DETAILS.

#### 1. Definitions

“Card” means the Prepaid MasterCard® Device issued to you by Northwest Federal Credit Union. “You” and “your” means the person or persons who have received the card and are authorized to use the Card as provided for in this agreement. “We,” “us,” and “our” mean Northwest Federal Credit Union, our successors, affiliates or assignees. For purposes of these disclosures, our “business days” are Monday through Friday. Legal holidays are not included. “Card Account” means the records we maintain to account for the value associated with the Card.

The Card is a prepaid card that has been provided pursuant to a card program. The Card allows you to access funds on the Card. The Card does not constitute a checking, savings or other credit union account. The Card is not a credit card. You will not receive any dividends on the funds on the Card.

#### 2. Information Needed to Obtain Your Card

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 a Card Account has provided us with sufficient documentation for identification verification purposes under applicable laws and regulations. To continue ongoing compliance and validation, we may request additional identity verification documentation from you from time to time for our regulatory compliance purposes and ask to see your driver’s license, government-issued photo ID or other identifying documents on a going forward basis in connection with your Card.

#### 3. Your Representations and Warranties

By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States or the District of Columbia; (iii) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (iv) you accept the Card.

#### 4. Personal Identification Number (“PIN”)

You may select a Personal Identification Number (“PIN”) for your Card to use (i) to obtain cash from any Automated Teller Machine (“ATM”) or (ii) at any Point-of-Sale (POS) device which requires entry of a PIN that bears the MasterCard, STAR or Cirrus brand. All ATM transactions are treated as cash withdrawal transactions. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the paragraph labeled “Your Liability for Unauthorized Transactions.” If you lose your PIN you may contact us at 844-807-2050 (toll-free) or 703-925-5000 to have the PIN reset.

#### 5. Limitations on Transactions

For security reasons, there are limits on the transactions you can make using your Card. You can use your Card for up to \$500 in ATM Cash transactions each day and you may buy up to \$2,500 worth of goods or services each day you use the Card. Any load, transaction or deposit made on a non-business day is considered made on the next business day.

#### 6. Using Your Card

You may use your Card to: access cash at ATMs displaying MasterCard, Maestro, STAR or Cirrus brand, and pay for goods and services anywhere MasterCard® debit cards are accepted.

You may use your Card to purchase or lease goods or services wherever the Card is honored as long as you do not exceed the value available on your Card. You are personally responsible for all transactions initiated and fees incurred by use of your Card. If you permit someone else to use your Card we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to

such use. If you do not have enough value loaded on your Card you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called “split transactions”. Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to conduct a split transaction if you pay the remaining amount in cash.

If you use your Card number without presenting your Card (such as for a mail order or telephone purchase), the legal effect will be the same as if you used the Card itself.

Your Card cannot be redeemed for cash.

You may not use your Card for any illegal transactions, nor may you use your Card at casinos, or for gambling activity.

You should keep track of the amount of value loaded on Cards issued to you. You may view the amount of value remaining on your Card by logging into your Card Account at [www.prepaid.nwfcu.org](http://www.prepaid.nwfcu.org) at any time or by calling us at the Service number shown on your Card and listed below at any time to obtain the current value on your card. To reach us to obtain balances or usage information associated with your Card call toll-free 844-807-2050. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card (creating a “shortage”) you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges. You agree to pay us promptly for the shortage and any applicable shortage fees. We also reserve the right to cancel this Card should you create a shortage with your Card.

## 7. Card Expiration

Your Card will expire and no longer be valid for use as of the last day of the month of the “good thru” date that is stated on your Card. Upon Card expiration any remaining Card balance will be returned to the Credit Union. You acknowledge and agree that Credit Union is solely responsible for compliance with any applicable abandoned property laws and will report and transfer funds to the applicable state in accordance with required time periods.

If you have any questions regarding any remaining Card balance as of the expiration of the Card, call 844-807-2050, or visit [www.prepaid.nwfcu.org](http://www.prepaid.nwfcu.org).

## 8. Fees and Charges

Purchase of Card by Non-member of Credit Union	\$5.00
ATM US – balance inquiry, withdrawal or decline	\$2.50 each
ATM international - balance inquiry, withdrawal or decline	\$4.00 each
US Point of Sale PIN transaction	\$1.25
US Point of Sale PIN transaction – decline	\$1.00
US Point of Sale Signature transaction – decline	\$1.00
Point of Sale International	3% of the amount of all settled transactions plus applicable fee: PIN transaction \$3.50 PIN or Signature Decline \$2.50
Card to Financial Institution Transfer (ACH)	\$3.50
Cash Advance	\$5.00
Monthly Inactivity – after 12th month of inactivity	\$5.00 per month
Card Replacement	\$5.00
Overnight Fee for New Card	\$35.00
Bill Payment	\$1.25
Stop Payment on Bill Payment	\$20.00
Paper Statement	\$5.00

We reserve the right to revise the fee schedule listed above and will provide notice of changes to the extent required by applicable law. Please visit [www.prepaid.nwfcu.org](http://www.prepaid.nwfcu.org), write Prepaid Card Support, One Meca Way, Norcross, GA 30093, or call 844-807-2050.

## 9. Loading Value Onto Your Card Account and Keeping Track of Your Balance

A maximum aggregate amount of up to \$5,000 is allowed on your Card at any time. You should keep track of the amount of funds loaded on your Card Account.

Deposits to your Card Account will be made available when we receive credit. You authorize us to recover any funds erroneously added to your Card Account. If an authorized addition to your Card Account has an error or if you require additional information regarding funds added or loaded, you must contact the Credit Union immediately. You should keep track of the amount of funds loaded on the Card issued to you. You are responsible for reporting to all applicable government tax authorities, all earnings received and loaded on to your Card or Card Account and the payment of any applicable local, state, province, and/or federal, domestic or international taxes that apply to such earnings.

When you use an ATM, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a cash withdrawal. Credit Union fees for ATM transactions are listed in section 8.

#### **10. Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. The amounts credited to your Card for refunds may not be available for up to five (5) business days from the date the refund transaction occurs.

#### **11. International Transaction Fee**

This Card is intended for domestic use. Loads to the Card may only occur domestically. If you use the Card outside the US, you may be personally responsible for all transactions initiated and fees incurred by use of your Card. If you initiate a transaction on a currency other than US Dollars or in a country other than the United States, or make a purchase from a merchant using a bank that uses currency other than US Dollars, this will be considered a foreign transaction. Transactions in a currency other than US Dollars are converted to US Dollars using the currency conversion rate used by MasterCard, which is either a wholesale market rate or the government-mandated rate in effect one day prior to the processing date for the transaction. The current conversion rate used by MasterCard on the processing date may differ from the rate in effect on the transaction date or on the date that the transaction posts to your Card Account. The combined processing fees for foreign transactions and for transactions made outside the US including MasterCard and Credit Union charges, can be up to 5%.

#### **12. Receipts**

You may obtain a receipt at the time you make a purchase. You agree to retain your receipt to verify your transactions.

#### **13. Periodic Statements**

Statements in electronic format will be made available free of charge by accessing your Card Account at [www.prepaid.nwfcu.org](http://www.prepaid.nwfcu.org). You may obtain information about the amount of money you have remaining in your Card Account by calling 844-807-2050. This information, along with a 90-day history of account transactions, is also available online by accessing your Card Account at [www.prepaid.nwfcu.org](http://www.prepaid.nwfcu.org). You also have the right to obtain a 90-day written history of account transactions by calling 844-807-2050, visiting [www.prepaid.nwfcu.org](http://www.prepaid.nwfcu.org) or by writing to Prepaid Card Support, One Meca Way, Norcross, GA 30093.

#### **14. Confidentiality**

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

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

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

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

- (1) If, through no fault of ours, your Card funds are insufficient for the transaction or are unavailable for withdrawal;
- (2) If the terminal or system was not working properly or did not have adequate funds and you knew about the malfunction when you started the transfer;
- (3) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (4) If a merchant refuses to honor the Card;
- (5) If you are not properly enrolled into the Card program;
- (6) If we do not complete the transaction because the Card or PIN has been reported as lost or stolen, has been suspended by us, or we have reason to believe the transaction is not authorized by you; or
- (7) If you were trying to defraud us or the transaction was not processed due to suspected fraud; or
- (8) Your Card funds are subject to legal process or an encumbrance restricting the

transaction; or  
(9) As otherwise provided in this Agreement.

## **16. Your Liability for Unauthorized Transactions**

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Card. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you do NOT tell us within 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. Depending on the circumstances, you may qualify for zero liability under the MasterCard zero liability program.

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

If you believe your Card or PIN has been lost or stolen, call: 844-807-2050 or write to us at Prepaid Card Support, One Meca Way, Norcross, GA 30093. You should also call the number or write to the address listed above if you believe an unauthorized transfer has been made using the information from your Card without your permission.

## **17. Other Terms**

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of Virginia except to the extent governed by federal law.

## **18. Amendment and Cancellation**

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

We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. If your Card is cancelled, upon your request we can send you a check for all remaining funds after deducting any fees, charges, and outstanding transactions.

## **19. Information About Your Right to Dispute Errors**

In case of errors or questions about your electronic transfers, telephone us at 844-807-2050 or write us at Prepaid Card Support, One Meca Way, Norcross, GA 30093 as soon as you can. You may also choose to contact us via [www.prepaid.nwfcu.org](http://www.prepaid.nwfcu.org) to notify us of an error, however please include contact information only. Do not include confidential card information by email. 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 844-807-2050, visiting [www.prepaid.nwfcu.org](http://www.prepaid.nwfcu.org) or writing Prepaid Card Support, One Meca Way, Norcross, GA 30093. You will need to tell us:

- (1) Your name and account number (if any).
- (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 10 business days.

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

For errors involving new card accounts, point-of-sale, or foreign-initiated

transactions, we may take up to 90 days to investigate your complaint or question. For new card accounts, we may take up to 20 business days to credit your card account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documentation that we used in our investigation. If you need more information about our error resolution procedures, call 844-807-2050 or visit [www.prepaid.nwfcu.org](http://www.prepaid.nwfcu.org).

## 20. Privacy and Data Protection and Recording

<b>FACTS</b>	WHAT DOES NORTHWEST FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?	
<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>WHAT?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ✓ Social Security number and income. ✓ Account balances and payment history. ✓ Credit history and credit scores.	
<b>HOW?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers personal information; the Northwest Federal Credit Union chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does Northwest Federal Credit Union Share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus	Yes	No
<b>For our marketing purposes</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We do not share
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We do not share
<b>To Limit Our Sharing :</b> <ul style="list-style-type: none"> <li>• Call <b>844-709-8900</b></li> <li>• Visit us online <b><a href="http://www.nwfcu.org">www.nwfcu.org</a></b></li> <li>• Mail the form at the end of this agreement</li> </ul> <b>Please note:</b> If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share information as described in this notice. However, you can contact us at any time to limit sharing.		
Questions? Call <b>844-709-8900</b> or go to <b><a href="http://www.nwfcu.org">www.nwfcu.org</a></b> .		

<b>WHO WE ARE</b>	
<b>Who is providing this notice?</b>	Northwest Federal Credit Union
<b>WHAT WE DO</b>	
<b>How does Northwest Federal Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Northwest Federal Credit Union collect my personal information?</b>	We collect your personal information, for example, when you. <ul style="list-style-type: none"> <li>✓Open an account or deposit money</li> <li>✓Pay your bills or apply for a loan</li> <li>✓Use your credit card or debit card</li> <li>✓Use your credit or debit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>✓Sharing for affiliates' everyday business purposes—information about your creditworthiness.</li> <li>✓Affiliates from using your information to market to you.</li> <li>✓Sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
<b>DEFINITIONS</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates include companies with a Northwest or NW name; financial companies such as NW Capital Management LLC, NW Insurance Agency LLC, Northwest Financial Group LLC, Northwest Financial Advisors LLC, Northwest Tax Group LLC and Northwest Title and Escrow LLC.</i>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. <i>Northwest Federal Credit Union does not share with nonaffiliates so they can market to you.</i>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products to you. <i>Northwest Federal Credit Union does not jointly market.</i>

### **21. Telephone Monitoring/Recording**

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

### **22. No Warranty Regarding Goods and Services**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

### **23. Arbitration Provision**

(a) Purpose: This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

(b) Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of the Arbitration Provision or this Agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third party claims and claims based upon contract,

tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card; (ii) the amount of available funds on the Card; (iii) advertisements, promotions or oral or written statements related to the Card goods or services purchased with the Card; (iv) the benefits and services related to the Card; and (v) your enrollment for the Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court or your state or municipality so long as the Claim is individual and pending only in the court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean Northwest Federal Credit Union, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns and all of their agents, employees, directors and representatives. In addition, "we" and "us" shall include any third party using or providing any product, service, or benefit in connection with any Card (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors, and all of their agents, employees, directors and representatives if, and only if, such a third party is named as a co-party with us (or files) a Claim with or against us) in connection with a Claim asserted by you.

As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of this Agreement. (c) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to the Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the National Arbitration Forum ("NAF"), Judicial Arbitration and Mediation Services ("JAMS"), or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select either of the other organizations listed to serve as arbitrator administrator. For a copy of the procedures, to file a claim or for other information about these organizations, contact them as follows: (i) the NAF at PO Box 50191, Minneapolis, MN 55404; website at [www.arbitration-forum.com](http://www.arbitration-forum.com); (ii) JAMS at 1920 Main Street, Suite 30D, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); (iii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

(d) Significance of Arbitration: 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 DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE NAF, JAMS, OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A 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. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(e) Restrictions on Arbitration: if either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you unless otherwise agreed to in writing by all parties.

(f) Location of Arbitration/Arbitration of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of our headquarters. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or other hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to the mailing address we have in our records and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

(g) Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U. S. C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. 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 either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. 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.

However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(h) Continuation: This Arbitration Provision shall survive termination of your Card as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, this Agreement or any prior agreements you have had with us, each of which shall be enforceable regardless of such invalidity.

#### **24. Unclaimed Property**

If we have no record of Card activity for one or more years, applicable law may require us to report and pay any unclaimed funds associated with the Card as unclaimed property. If this occurs, we may try to locate the owner of the Card at the mailing address shown in our records in accordance with applicable state law. If we are unable to locate you, however, we may be required to deliver the unclaimed funds to the state of your residence.

#### **25. Issuing and Trademark Information**

The Prepaid MasterCard® is issued by Northwest Federal Credit Union pursuant to license from MasterCard International Incorporated. MasterCard® is a registered trademark of MasterCard International Incorporated.

### **Privacy Notice Mail In Form**

Market any/all you want to limit:

- Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- Do not allow your affiliates to use my personal information to market to me.

Name \_\_\_\_\_

PrePaid Card Number \_\_\_\_\_

Account Number (if NWFCU Member) \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**Mail to: Northwest Federal Credit Union  
Attention: Deposit Servicing  
PO Box 1229 Herndon, VA 20172-1229**