

For your reference, attached is a copy of the Cardholder Agreement, and other information, that comes along with each Prepaid VISA Card.

All recipients should follow the instructions available at www.ucberkeleyprepaid.com to register their card or set up a PIN.

All cards have been set up with the following default contact information:

- Date of Birth: 01-01-1968
- Address: 1 Centennial Drive, Berkeley, CA 94720
- Phone Number: 5106435423

This information may be required when registering the card or contacting support.

Please note that The Lawrence Accounts Receivable is not responsible for suspended or locked cards. These and other questions must be resolved by the recipient through the UCB Prepaid Support Center, as LHS does not have the proper access to aid in these matters.

If a card must be cancelled, please provide either the Card Serial Number (#####-#####) or last 4 digits of the card (x####) in your request to LHS AR. Full account numbers should never be sent electronically via text, email, chat, or fax.

All cards must be distributed and signed out – any remaining cards should be returned to the Business Administration Office as soon as possible, along with the final sign-out sheet.

Please note: Per IRS rules, compensation to any single individual of \$600 or more in a single tax year must be reported on a Form 1099-MISC; research administrators may be required to collect the subject's name, SSN and address to ensure reporting compliance.

For more information, please see the [Human Subject Payment Guidelines](http://controller.berkeley.edu/financial-operations/accounts-payable/payment-options/human-subject-payment-guidelines) available on the Controller's website at controller.berkeley.edu/financial-operations/accounts-payable/payment-options/human-subject-payment-guidelines.



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BERKELEY PREPAID
18033806-0721237

**YOUR CARD IS ALREADY ACTIVATED
AND READY TO USE FOR PURCHASES**

**To setup your PIN for ATM withdrawals,
register your card at www.ucberkeleyprepaid.com**

The UC Berkeley Research Visa® Prepaid Card is here.
This card can be used everywhere Visa debit cards are accepted.

Cardholder Services

North America:
Worldwide: +1 (855) 304-8771
+1 (604) 424-9602

- > Card Balance
- > Reset PIN
- > General Support
- > Report Lost and Stolen Card

Cardholder Website: www.ucberkeleyprepaid.com



Tips on Using Your Card

Paying for Gas: When purchasing gasoline, please pay for gas inside the station. Gas stations may place a hold up to \$125.00 on your card balance when paying at the pump, regardless of the amount you pump. This hold may take up to 7 days to release to your balance.

Authorization Holds: Certain merchants such as restaurants, hotels, gas stations, car rental agencies, cruise lines, mail order, and telecommunications companies may increase the amount of the authorization or place a "hold" for an amount larger than the purchase amount.

Fees: Refer to the online Cardholder Agreement for your card fee schedule at www.ucberkeleyprepaid.com

PIN Safety:

- > Memorize your PIN; don't carry it in a wallet or write it on the card.
- > Enter your PIN so others cannot see it. Do not share your PIN with anyone.
- > If the terminal appears to be modified or suspicious, do not enter your PIN.
- > Notify Cardholder Services immediately if a PIN change took place without your request.

CUSTOMER SERVICE CONTACT INFORMATION:

Suite 300, 950 Granville St,
Vancouver, BC, V6Z 1L2Canada
www.ucberkeleyprepaid.com

North America +1-855-304-8771 or Worldwide +1 604-424-9602

IMPORTANT NOTICES:

- (1) THIS CARD HAS BEEN ISSUED FOR LOYALTY/AWARD/PROMOTIONAL PURPOSES AND IS NOT A GIFT CARD; NOR IS IT INTENDED FOR GIFTING PURPOSES.
- (2) YOUR CARD HAS A VALID THRU DATE EMBOSSED ON THE FRONT OF THE CARD. ONCE THE VALID THRU DATE HAS PASSED, YOUR CARD MAY BE SUBJECT TO A MONTHLY MAINTENANCE FEE, SUBJECT TO APPLICABLE LAW.
- (3) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ("DISPUTE CLAUSE" SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
- (4) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON YOUR CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE YOUR CARD BALANCE.
- (5) IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE CARD, SAVE YOUR RECEIPT, AND CANCEL THE CARD BY CALLING CUSTOMER SERVICE AND REQUESTING A REFUND CHECK.

Fees and Expiration Dates Associated with your Prepaid Card

Fees	Amount	Important Fee Notifications
Service Fee	\$3.00	Applies when no transactions or loads apply to the account for 90 days. This Service Fee will be charged every month until you make a purchase or there is a load/reload to the Card made by the corporate sponsor.
ATM Transaction Fee	\$1.50*	Domestic ATM Withdrawals. One (1) at no charge per calendar month.
ATM Transaction Fee (International)	\$3.50*	International ATM Withdrawals. One (1) at no charge per calendar month.
ATM Decline Transaction Fee	\$0.25	Applies after the second transaction type of the month. This fee will not be charged in the event an ATM Balance Inquiry causes the decline.
ATM Balance Inquiry Fee	\$0.25*	Applies after the second transaction type of the month. Go to www.ucberkeleyprepaid.com or call North America +1-855-304-8771 or Worldwide +1 604-424-9602 to receive access to your balance information at no cost.
Balance Refund Fee	\$15.00	Applies when Card account is requested to be closed and a check is issued for remaining funds on your Card account.
Foreign Transaction Fee	3%	3% of Transaction amount (see Section on Using Your Card for additional information).
Over the Counter Cash Withdrawal	\$5.00	Applies when card is used for cash withdrawal at a live bank teller.

ATM Fees: When you use an ATM, you may be charged a fee by the ATM operator or any network used to complete the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

***Fees only applied to registered cards. To register your card, please log into www.ucberkeleyprepaid.com.**

Although your Card may have an expiration date, the funds on your Card do not expire. Upon expiration, you must call customer service at North America +1-855-304-8771 or Worldwide +1 604-424-9602 and obtain a new card to access the remaining balance on your Card.

Questions? Please call North America +1-855-304-8771 or Worldwide +1 604-424-9602

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which the UC Berkeley Research Visa Prepaid Card has been issued to you. In this Agreement, "Card" means the UC Berkeley Research Visa Prepaid Card issued to you by MetaBank®. "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 MetaBank, our successors, affiliates or assignees. "Corporate Sponsor" means the manufacturer, retailer, distributor, or marketer of the Card. The Card will remain the property of MetaBank and must be surrendered upon demand. The 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.

1. ABOUT YOUR CARD

Your Card is loaded with a specific value and redeemable where Visa debit cards are accepted. You do not have the ability to add funds to the Card. However, the Corporate Sponsor from whom you received your Card may add additional funds to your Card. You should treat your Card with the same care as you would treat cash. Your Card account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a credit card. You will not receive any interest on the funds in your Card account. If you have registered your Card, the funds in your Card account will be insured by the Federal Deposit Insurance Corporation ("FDIC"), subject to applicable limitations and restrictions of such insurance. You may register your Card by logging into www.ucberkeleyprepaid.com or calling North America +1-855-304-8771 or Worldwide +1 604-424-9602.

2. USING YOUR CARD

a. Accessing Funds and Limitations

Your Card will be active when you receive it. You may begin using the Card immediately. The funds accessible to you are provided by your Corporate Sponsor, not by the issuer of the card. That Corporate Sponsor is fully responsible for ensuring funds are available to be loaded to your Card.

You may use your Card to purchase goods or services wherever Visa, Interlink®, PLUS®, and STAR® Cards are accepted. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction. You may use your Card to obtain cash at an Automated Teller Machine (ATM). However, the total number of ATM withdrawals are limited to a maximum amount of \$500 per day.

Each time you use your Card, you represent and warrant to us that you are either the Cardholder or an authorized user of the 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 the Card has not been registered or you do not supply the address currently on file for the Card, you may not be able to complete a transaction for which this information has been requested. If you wish to make a transaction where this is the case, you will need to contact Customer Service to register your Card.

In no event may the Card be used to conduct illegal transactions. For security reasons, we may limit the amount or number of transactions you can make on the Card. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Limitations on Frequency and Dollar Amount of Transactions

LOAD, WITHDRAWAL and SPEND LIMITS*	
Loan Limitations	Limit
Maximum Personalized Card balance at any time	\$10,000
Personalized Card Withdrawal Limitations	Limit
Maximum amount per ATM Domestic transaction per 24 hours :	\$500
Maximum amount per ATM International transaction per 24 hours :	\$500
Spend Limitations	Limit
Maximum amount in Point of Sale Signature or Point of Sale PIN Transactions	\$2,500
Maximum amount per over the counter transaction:	\$2,500
Maximum amount per Cashback transaction:	\$2,500

* The mentioned limits apply to registered cards. To register your card, please log into www.ucberkeleyprepaid.com. Unregistered cards will remain at a \$1000 max balance and spend limits.

a. Foreign Transactions

Foreign Transaction Fee: If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was Issued ("Foreign Transaction"), the transaction will be converted to U.S. Dollars in accordance with the Currency Conversion process below, and you will be charged a fee equal to \$3.00 on the total amount of the transaction in U.S. Dollars. The card association may consider transactions occurring in U.S. territories to be Foreign Transactions, so transactions originating from these locations may be subject to Foreign Transaction Fee. If the Foreign Transaction results in a credit due to a return, we will not refund any Foreign Transaction Fee that may have been charged on your original purchase.

Currency Conversion: If you make a Foreign Transaction, the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of your Card. MasterCard International Inc. and Visa U.S.A. Inc. currently use a conversion rate that is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of the Foreign Transaction Fee that we charge as compensation for our services.

b. Personal Identification Number ("PIN")

You will not receive a Personalized Identification Number ("PIN") with your Card Account. You will be prompted to create a PIN once you have registered your Card with your personal information at www.ucberkeleyprepaid.com. You should not write or keep your PIN with your Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorized access to your PIN, you should advise us immediately, following the procedures in the section labeled "Unauthorized Transactions."

c. Obtaining Card Balance Information

You should keep track of the amount of value loaded on Cards issued to you. You may obtain information about the amount of money you have remaining in your Card account at no charge by contacting Customer Service. This information, along with a 60-day history of account transactions, is also available online by visiting our Website. You also have the right to obtain a sixty (60) day written history of account transactions by contacting Customer Service.

d. Authorization Holds

You do not have the right to stop payment on any purchase transaction originated by use of your Card. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

e. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

f. Receipts

You may wish to retain receipts as a record of transactions. Receipts will be required if you need to verify a transaction.

g. Split Transactions and other uses

If you do not have enough funds available in your Card account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

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

YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON YOUR CARD. If you attempt to use the Card when there are insufficient funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction exceeds the balance of the funds available in your Card account, you shall remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. We also reserve the right to cancel this Card and close your Card account should you create one or more negative balances with your Card.

3. REPLACEMENT CARD

The funds on your Card do not expire. The "valid thru" date indicated on the front of your Card is not an expiration date, but is intended primarily for fraud protection purposes and also permits your Card to be used with certain Internet or mail/telephone order merchants. After the "valid thru" date, your available funds will be temporarily unavailable until you contact Customer Service for a replacement Card with a new "valid thru" date. You will not be charged a replacement Card fee if you are ordering a replacement Card due to your Card expiring, in order to continue accessing unused funds. If your Card still has unused funds on it after your Card expires, you may order a new Card by contacting Customer Service. If your Card is lost or stolen, and you are calling for a replacement Card due to that purpose, you may be charged a Lost/Stolen Card Replacement Fee, as noted in the Fee Chart above and further explained in the "Unauthorized Transactions" section below. Upon contacting us for any lost/stolen card, your funds will be temporarily unavailable until you activate your replacement Card.

4. BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday between 6am to 5pm PST; Saturday and Sunday between 8am – 5pm PST.

5. UNAUTHORIZED TRANSACTIONS

a. Contact Customer Service Immediately

If you believe your Card has been lost or stolen or an unauthorized transaction has been made using the information from your Card without your permission, contact Customer Service IMMEDIATELY. We may ask for the Card number and other identifying details. We cannot assist you if you do not have the Card number. We reserve the right to investigate any claim you may make with respect to a lost or stolen Card or unauthorized transaction, and you agree to cooperate with such investigation. We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction. We will charge a fee as noted in the fee table above (subject to applicable law) for any lost/stolen Card, which will be deducted from the balance on the Card. A reissued Card may take up to 30 days to process.

h. Your Liability for Unauthorized Visa Prepaid Card Transactions

Under Visa's Zero Liability Policy, your liability for unauthorized transactions on your Card Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. These provisions limiting your liability do not apply to debit transactions not processed by Visa or foreign ATM withdrawals.

6. NO WARRANTIES AND LIMITATION OF LIABILITY

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with a Card or using the Card Account. Further, we will not be liable:

- (1) If, through no fault of ours, you do not have enough funds available in your Card account to complete the transaction;
- (2) If a merchant refuses to accept your Card;

- (3) If an Atm where you are making a cash withdrawal does not have enough cash; If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (4) If access to your Card has been blocked after you reported your Card lost or stolen;
- (5) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (8) For any other exception stated in our Agreement with you.

7. OTHER TERMS

The 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 (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). 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 law of the state of South Dakota except to the extent governed by federal law. Should your Card have a remaining balance after a certain period of time, we may be required to remit the remaining funds to the appropriate state agency.

8. AMENDMENT AND CANCELLATION

We may amend or change the terms of this Agreement at any time, subject to applicable law. You will be notified of any change in the manner required by applicable law prior. However, if the change is made for security purposes, we can implement such change without prior notice. You may close your Card at any time by contacting Customer Service. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

9. TELEPHONE MONITORING/RECORDING

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

10. ENGLISH LANGUAGE CONTROLS

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

11. WAIVER OF RIGHT TO TRIAL BY JURY

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE DISPUTE CLAUSE SET FORTH IN THE FOLLOWING SECTION, IF APPLICABLE, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

12. DISPUTE CLAUSE

We have put this Dispute Clause in question and answer form to make it easier to follow. However, this Dispute Clause is part of this Agreement and is legally binding.

Background and Scope.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator ("Arbitrator") solves Disputes in an informal hearing.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Dispute Clause?	Yes, within 60 days	If you do not want this Dispute Clause to apply, you must send us a signed notice within 60 calendar days after you purchase the Card. You must send the notice in writing (and not electronically) to our Notice Address, Attn: General Counsel. Provide your name, address and Card number. State that you "opt out" of the dispute clause.
What is this Dispute Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.

Who does the Dispute Clause cover?	You, us and certain "Related Parties"	This Dispute Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Dispute Clause cover?	All Disputes (except certain Disputes about this Dispute Clause)	This Dispute Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Dispute Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Card or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Dispute Clause or any part of this Dispute Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.
Who handles the arbitration?	Usually AAA or JAMS	Arbitrations are conducted under this Dispute Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Dispute Clause do not apply. The arbitration administrator will be either: <ul style="list-style-type: none"> • The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com • Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Dispute Clause. The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes	For Disputes subject to this Dispute Clause, you give up your right to: <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute you have with a dispute by other consumers. 5. Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.
Can you or another consumer start a class arbitration?	No	The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Dispute Clause must be decided in an individual arbitration or an individual small-claims action. This Dispute Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Dispute Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Dispute Clause ineffective?	No	This Dispute Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.

Process

<p>What must a party do before starting a lawsuit or arbitration?</p>	<p>Send a written Dispute notice and work to resolve the Dispute</p>	<p>Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address, Attn: General Counsel. You or an attorney you have personally hired must sign the notice and must provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.</p>
<p>How does an arbitration start?</p>	<p>Mailing a notice</p>	<p>If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Dispute Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.</p>
<p>Will any hearing be held nearby?</p>	<p>Yes</p>	<p>The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.</p>
<p>What about appeals?</p>	<p>Very limited</p>	<p>Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award.</p>

Arbitration Fees and Awards.

<p>Who bears arbitration fees?</p>	<p>Usually, we do.</p>	<p>We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.</p>
<p>When will we cover your legal fees and costs?</p>	<p>If you win</p>	<p>If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Dispute Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.</p>
<p>Will you ever owe us for arbitration or attorneys' fees?</p>	<p>Only for bad faith</p>	<p>The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Dispute Clause invalid.</p>
<p>Can an award be explained?</p>	<p>Yes</p>	<p>A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.</p>

This Card is issued by MetaBank, Member FDIC, pursuant to a license from Visa.
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 Sioux Falls, SD 57108
 North America +1-855-304-8771 or Worldwide +1 604-424-9602
 www.ucberkeleyprepaid.com

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