

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. THIS PROVISION MAY SUBSTANTIALLY LIMIT YOUR RIGHTS IN THE EVENT OF A DISPUTE. SEE BELOW UNDER "ARBITRATION" FOR DETAILS.

THIS CITI PREPAID SERVICES® PREPAID VIRTUAL CARD AGREEMENT ("AGREEMENT") GOVERNS THE USE OF YOUR CITI PREPAID SERVICES® VIRTUAL PREPAID CARD (THE "CITI PREPAID SERVICES VIRTUAL CARD"). THE SCHEDULE OF SUPPLEMENTAL TERMS ("SUPPLEMENT") PROVIDED TO YOU IS INCORPORATED INTO, AND IS A PART OF, THIS AGREEMENT. IN THIS AGREEMENT, THE WORDS "YOU" AND "YOUR" REFER TO THE PERSON WHO IS ISSUED, OR ACCEPTS, ACTIVATES, OR REGISTERS FOR A CITI PREPAID SERVICES VIRTUAL CARD, AND THE WORDS "WE," "US" AND "OUR" REFER TO CITIBANK, N.A., THE ISSUER OF THE CITI PREPAID SERVICES VIRTUAL CARD. BY REGISTERING FOR, ACTIVATING, ACCEPTING, OR USING THE CITI PREPAID SERVICES VIRTUAL CARD, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU HAVE ANY QUESTIONS CONCERNING THE CITI PREPAID SERVICES VIRTUAL CARD, PLEASE VISIT OUR SITE, OR CONTACT US AT OUR TELEPHONE NUMBER, OUR ADDRESS, OR OUR EMAIL ADDRESS. OUR SITE, OUR TELEPHONE NUMBER, OUR ADDRESS, AND OUR EMAIL ADDRESS ARE LISTED IN THE SUPPLEMENT. "NETWORK" MEANS EITHER MASTERCARD® OR VISA®, WHICHEVER APPEARS IN THE ELECTRONIC MESSAGE THROUGH WHICH YOU RECEIVE YOUR CITI PREPAID SERVICES VIRTUAL CARD. A "TRANSACTION" IS ANY TIME YOU USE YOUR CITI PREPAID SERVICES VIRTUAL CARD TO ACCESS VALUE ON IT. A "LOAD" IS ANY TIME THE SPONSOR OF YOUR CITI PREPAID SERVICES VIRTUAL CARD ADDS VALUE TO YOUR CITI PREPAID SERVICES VIRTUAL CARD (IF APPLICABLE).

THE CITI PREPAID SERVICES VIRTUAL CARD: The CITI PREPAID SERVICES Virtual Card is a Network branded prepaid card access number that enables you to purchase goods and services over the Internet or by telephone from merchants that accept debit cards in the Network, and to perform additional Transactions identified in the Supplement. The CITI PREPAID SERVICES Virtual Card is not a credit card, and can be used only for the amount of money loaded to the CITI PREPAID SERVICES Virtual Card. You can find additional information on how the CITI PREPAID SERVICES Virtual Card works on Our Site.

THE SPONSOR: The CITI PREPAID SERVICES Virtual Card is made available to you at the request of an organization that may use the CITI PREPAID SERVICES Virtual Card to provide funds to you for your use (the "Sponsor"). The terms of any payment from the Sponsor to you, including whether such funds belong to you and the correct amount, are matters between you and the Sponsor. We have no responsibility for resolving such disputes.

ELIGIBILITY FOR AND AVAILABILITY OF THE CITI PREPAID SERVICES VIRTUAL CARD: Only individuals who can lawfully enter into and form contracts under applicable law and have reached the age of majority may have a CITI PREPAID SERVICES Virtual Card. We may refuse to provide a CITI PREPAID SERVICES Virtual Card to anyone, at any time, in our sole discretion.

NO INTEREST PAID: You understand and agree that you will not receive interest or other earnings on the funds on your CITI PREPAID SERVICES Virtual Card (the interest rate and Annual Percentage Yield are 0%).

RESPONSIBILITY FOR USE OF CARD BY OTHERS: If you provide your CITI PREPAID SERVICES Virtual Card to another person, you are responsible for that person's use of your CITI PREPAID SERVICES Virtual Card even if that person uses your CITI PREPAID SERVICES Virtual Card for Transactions other than what you intended. In order to terminate the other person's authority, you must get your CITI PREPAID SERVICES Virtual Card back, or call us to deactivate the CITI PREPAID SERVICES Virtual Card.

PROHIBITIONS: You may only use the CITI PREPAID SERVICES Virtual Card for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding use of the CITI PREPAID SERVICES Virtual Card. You may not use the CITI PREPAID SERVICES Virtual Card under a false name. Suspected fraudulent or unlawful conduct may be reported to law enforcement authorities. Illegal or fraudulent conduct constitutes grounds for termination of your CITI PREPAID SERVICES Virtual Card.

FEES: You agree to pay all fees set forth in the Fee Schedule provided to you with the Supplement (the "Fees") and you authorize us to collect the Fees by deducting the Fees from the balance of funds on your CITI PREPAID SERVICES Virtual Card. The Fee Schedule is incorporated into and made part of this Agreement. We may from time to time amend the Fee Schedule as set forth in the section of this Agreement entitled "Changes to this Agreement."

LOADING FUNDS TO YOUR CITI PREPAID SERVICES VIRTUAL CARD: The Supplement will indicate if additional funds can be loaded to your CITI PREPAID SERVICES Virtual Card.

HOW YOU CAN USE YOUR CITI PREPAID SERVICES VIRTUAL CARD: You may use your CITI PREPAID SERVICES Virtual Card to complete Transactions at merchants that accept Network-branded debit card products for purchases of goods and services over the Internet or by telephone. We do not guarantee and we are not responsible for the quality of goods or services purchased with your CITI PREPAID SERVICES Virtual Card. As a result, you should always take due care in entering into any agreement with another person or merchant. You agree to resolve any disputes with a merchant who honored your CITI PREPAID SERVICES Virtual Card directly with the merchant, and not to involve us in that dispute. You can also use your CITI PREPAID SERVICES Virtual Card for the additional Transactions described in the Supplement.

AUTHORIZATIONS AND AUTHORIZATION HOLDS: Some merchants may ask us to authorize a Transaction in advance and may estimate its final value. When we authorize the Transaction, we commit to make the requested funds available when the Transaction finally settles. Thus, we may place a hold on funds on your CITI PREPAID SERVICES Virtual Card. Some merchants also may add an amount to ensure that sufficient funds will be available to cover the final Transaction, such as a tip at restaurants. The authorization may be denied if the estimated amount exceeds your available funds. In some cases, an authorization may result in a hold for a longer period, up to 90 days. The funds subject to the hold will not be available to you for other purposes until the Transaction is finalized or the hold is released. In addition, if you cancel a Transaction after the merchant obtains an authorization, there may be a temporary hold for that amount of funds for 10 days or longer.

RECEIPTS AND OTHER DOCUMENTATION: You can get a receipt at the time you make any Transactions using your CITI PREPAID SERVICES Virtual Card at an ATM (if the Supplement states that ATM use is allowed for your program) or point-of-sale terminal, except for certain small-ticket Transactions. You may obtain information about the amount of money you have remaining on your CITI PREPAID SERVICES Virtual Card by calling Our Telephone Number. This information, along with a 60-day history of CITI PREPAID SERVICES Virtual Card Transactions and Loads, is also available online at Our Site. You have the right to obtain a 60-day written history of CITI PREPAID SERVICES Virtual Card Transactions and Loads by calling Our Telephone Number, or by writing us at Our Address.

LIMITS ON YOUR USE OF YOUR CITI PREPAID SERVICES VIRTUAL CARD: There are limits on the dollar amount and number of Transactions completed with the CITI PREPAID SERVICES Virtual Card during a set time period ("Transaction Limits"). The Transaction Limits are described in the Supplement.

RIGHT TO STOP PAYMENT: If you have told us in advance to make regular payments from your CITI PREPAID SERVICES Virtual Card, you can stop any of these payments. Here's how:

Call us at Our Telephone Number or write us at Our Address, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you for each stop-payment order you give, as set forth in the Fee Schedule.

Because your CITI PREPAID SERVICES Virtual Card can be used only for the amount loaded to the CITI PREPAID SERVICES Virtual Card, we recommend that you not use your CITI PREPAID SERVICES Virtual Card for recurring payments. If you do, please be sure that you have sufficient funds for each payment. Otherwise, your payments will be rejected, and your CITI PREPAID SERVICES Virtual Card may be terminated or suspended.

COLLECTION OF NEGATIVE BALANCES: You should expect that any Transaction in an amount that exceeds your CITI PREPAID SERVICES Virtual Card balance will be rejected. If a merchant completes a Transaction that results in a negative balance on your CITI PREPAID SERVICES Virtual Card, you agree **CitiBank Prepaid Cardholder Agreement**

to immediately pay the amount of the negative balance plus any applicable Fees and you authorize us to initiate an Automated Clearing House ("ACH") Transfer on your behalf in payment thereof if we have the requisite bank account information. If you fail to make any required payment, we have the right to initiate collection proceedings against you and/or report your failure to consumer reporting agencies in compliance with applicable law.

YOUR LIABILITY FOR UNAUTHORIZED USE OF YOUR CITI PREPAID SERVICES VIRTUAL CARD: Tell us AT ONCE if you believe your CITI PREPAID SERVICES Virtual Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money on your CITI PREPAID SERVICES Virtual Card.

If your CITI PREPAID SERVICES Virtual Card is used to make purchases at merchants without your authorization, you will not be responsible for such unauthorized usage under certain circumstances. If your CITI PREPAID SERVICES Virtual Card is a Visa card, you will not be liable unless you participated in any fraud or gross negligence. If your CITI PREPAID SERVICES Virtual Card is a MasterCard Card, you will not be liable provided that (1) the transaction was completed without the use of your PIN (if you are issued a PIN); (2) you have exercised reasonable care in safeguarding your CITI PREPAID SERVICES Virtual Card from risk of loss or theft; (3) you have not reported 2 or more incidents of unauthorized use within the preceding 12 months; and (4) your CITI PREPAID SERVICES Virtual Card is in good standing.

In the case of ACH or ATM withdrawals using your CITI PREPAID SERVICES Virtual Card, and for purchases at merchants if you do not meet the limited liability requirements in the prior paragraph, you can lose no more than \$50 if someone used your CITI PREPAID SERVICE Card without your permission IF you tell us within 2 business days after you learn of the loss or theft of your Card. Under these circumstances, if you do NOT tell us within 2 business days after you learn of the loss or theft of your CITI PREPAID SERVICES Virtual Card, and we can prove we could have stopped someone from using your CITI PREPAID SERVICES Virtual Card without your permission if you had told us, you could lose as much as \$500.

Also, if a CITI PREPAID SERVICES Virtual Card history that you obtain shows Transactions that you did not make, tell us at once. If you do not tell us within the lesser of 60 days after you received a written CITI PREPAID SERVICES Virtual Card history or accessed an electronic CITI PREPAID SERVICES Virtual Card history, and 120 days after the Transaction was first made available in your CITI PREPAID SERVICES Virtual Card history, you may not get back any money you lost after that period 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 period.

If you believe your CITI PREPAID SERVICES Virtual Card has been lost or stolen, or that someone may use your CITI PREPAID SERVICES Virtual Card number without your permission: call as at Our Telephone Number, contact us at Our Site, or write to Our Address, Attention Risk Management Department.

OUR LIABILITY FOR FAILURE TO COMPLETE A TRANSACTION: If we do not complete a Transaction or Load on your CITI PREPAID SERVICES Virtual Card on time or in the correct amount, according to this Agreement with you, we will be liable for your losses or damages, to the extent required by law. There are some circumstances where we will not be liable. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money on your CITI PREPAID SERVICES Virtual Card to make the Transaction;
- b. If, through no fault of ours, the funds on your CITI PREPAID SERVICES Virtual Card are not available because the funds are uncollected, or subject to legal process;
- c. If the ATM (if access is allowed on your program) or merchant where you are making the Transaction does not have enough cash;
- d. If the machine or system was not working properly and you knew of the breakdown when you started the Transaction or Load;
- e. If circumstances beyond our control (such as an Act of God, fire or other catastrophe, or an electrical or computer failure) prevent the Transaction or Load, despite reasonable precautions that we have taken;
- f. If your CITI PREPAID SERVICES Virtual Card has been reported lost or stolen and you are using the reported CITI PREPAID SERVICES Virtual Card;
- g. If we have reason to believe that the Transaction or Load requested is unauthorized, suspicious, or fraudulent;
- h. If you attempt to complete an impermissible Transaction at an ATM or merchant; or
- i. If you attempt to complete a Transaction contrary to the terms and conditions of this Agreement.

There may be other reasons stated in this Agreement.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR CITI PREPAID SERVICES VIRTUAL CARD: Contact our Customer Service Department at Our Telephone Number, at Our Site, or write to Our Address, as soon as you can, if you think an error has occurred on your CITI PREPAID SERVICES Virtual Card. We allow you to report an error until the lesser of 60 days after you received a written CITI PREPAID SERVICES Virtual Card history or accessed an electronic CITI PREPAID SERVICES Virtual Card history, or 120 days after the Transaction or Load was first made available in your CITI PREPAID SERVICES Virtual Card history.

1. Tell us your full name and CITI PREPAID SERVICES Virtual Card number.
2. Describe the error, or the Transaction or Load you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

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 CITI PREPAID SERVICES Virtual Card 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 CITI PREPAID SERVICES Virtual Card.

For errors involving new CITI PREPAID SERVICES Virtual Cards, point-of-sale, or foreign-initiated Transactions, we may take up to 90 days to investigate your complaint or question. For new CITI PREPAID SERVICES Virtual Cards, we may take up to 20 business days to credit your CITI PREPAID SERVICES Virtual Card for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

EXPIRATION DATE: There is an expiration date embossed on the front of your CITI PREPAID SERVICES Virtual Card. You may not use your CITI PREPAID SERVICES Virtual Card after the expiration date. If applicable to your Program, further information regarding expiration of your CITI PREPAID SERVICES Virtual Card can be found in the Supplement.

PRIVACY: We will disclose information to third parties about your CITI PREPAID SERVICES Virtual Card or the Transactions or Loads you make—

1. Where it is necessary for completing Transactions or Loads, or
 2. in order to verify the existence and condition of your CITI PREPAID SERVICES Virtual Card for a third party, such as a consumer reporting agency or merchant, or
 3. In order to comply with government agency or court orders, or
 4. If you give us your written permission, or
 5. as described in our Privacy Policy.
- A copy of our Privacy Policy is included with and incorporated into this Agreement. You may also review our Privacy Policy at any time at Our Site.

LIMITATION OF LIABILITY: Except to the extent described in the section titled "Our Liability for Failure to Complete A Transaction," or as otherwise required by law, we, our affiliates and the parties with whom we contract in order to offer the CITI PREPAID SERVICES Virtual Card are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the CITI PREPAID SERVICES

Virtual Card, your use (or misuse) of the CITI PREPAID SERVICES Virtual Card, Our Site, the content or information contained within Our Site, or any products or services purchased using the CITI PREPAID SERVICES Virtual Card.

TAXES: You acknowledge and agree that we are not obligated to determine whether any federal, state or local tax applies to any Transaction involving your CITI PREPAID SERVICES Virtual Card and are not responsible for collecting, remitting, or reporting any sales, use, income or other taxes arising from any such Transaction.

TRANSACTIONS MADE IN FOREIGN CURRENCIES: Transactions made in currencies other than U.S. Dollars will be converted to U.S. Dollars under the then current regulations of the Network. Those regulations currently provide that the conversion rate may be either a wholesale market rate or government-mandated rate in effect the day the Network processes the Transaction. The currency conversion rate in effect on the processing date may differ from the rate in effect on the Transaction date or the posting date. We will also add a Foreign Currency Conversion Fee on all Transactions made in currencies other than U.S. Dollars. The Foreign Currency Conversion Fee will be equal to a percentage of the amount of each foreign Transaction, as set forth in the Fee Schedule.

BUSINESS DAYS: For purposes of this Agreement, our business days are Monday through Friday, excluding holidays.

CHANGES TO THIS AGREEMENT: We may add to, delete, or change any of the terms of this Agreement, including the Supplement (each, a "Change"). Among other Changes, we may add or increase Fees at any time. We will provide you with notice of Changes to the extent required by law.

TERMINATION: We, in our sole discretion, may terminate this Agreement, your access to your CITI PREPAID SERVICES Virtual Card, or your access to Our Site for any reason. We will provide you any notice required by applicable law. If any funds remain on your CITI PREPAID SERVICES Virtual Card, we will pay them to you by issuing a check. We may terminate this Agreement immediately, without prior notice, if you commit any fraudulent, illegal or impermissible acts or provide false information to us, in which event we may withhold from any payment to you any amount we reasonably believe you owe as a result of any wrongful conduct in connection with your CITI PREPAID SERVICES Virtual Card or Our Site. You acknowledge and agree that we may set off the amount of any outstanding fees or payments due to us prior to issuing any authorized refunds.

ARBITRATION:

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION AGREEMENT, YOU MAY NOT USE THE CITI PREPAID SERVICES VIRTUAL CARD AND YOU MUST CONTACT US IMMEDIATELY TO CANCEL YOUR CITI PREPAID SERVICES VIRTUAL CARD.

Agreement to Arbitrate: Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

Claims Covered

What Claims are subject to arbitration? All Claims arising out of and relating to your CITI PREPAID SERVICES Virtual Card, a prior related CITI PREPAID SERVICES Virtual Card or our relationship are subject to arbitration, including without limitation Claims regarding the application, enforceability, or interpretation of this Agreement. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

Whose Claims are subject to arbitration? Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a secondary cardholder or authorized user of your CITI PREPAID SERVICES Virtual Card, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

What time frame applies to claims subject to arbitration? Claims arising in the past, present, or future, including Claims arising before the opening of your CITI PREPAID SERVICES Virtual Card, are subject to arbitration.

Broadest interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

What about Claims filed in Small Claims Court? Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How Arbitration Works

How does a party initiate arbitration? The party filing arbitration must choose one of the following two arbitration firms and follow its rules and procedures for initiating and pursuing arbitration: American Arbitration Association or National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current address on file with us, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

American Arbitration Association
1633 Broadway, Floor 10
New York, NY 10019
Web site: www.adr.org

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405-0901
Web site: www.arbitration-forum.com

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

What procedures and law are applicable in arbitration? A single neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer information and other confidential information if required to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other persons, or on the resolution of any other dispute.

Who pays? Whoever files the arbitration pays the initial arbitration firm's fee(s). If we file, we pay; if you file, you pay, unless you get a fee waiver under applicable rules of the arbitration firm. If you have paid the initial arbitration firm's fee(s) and you prevail, we will reimburse you for such fee(s). If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for

requiring us to do so, or if you ask us and we determine there is good reason for doing so. Unless otherwise provided by applicable law, each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

Who can be a party? Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, secondary cardholders and authorized users on a single CITI PREPAID SERVICES Virtual Card and/or related CITI PREPAID SERVICES Virtual Cards, or corporate affiliates are here considered as one person.

When is an arbitration award final? The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

Survival and Severability of Terms

This arbitration provision shall survive: (i) termination or changes in the Agreement, the CITI PREPAID SERVICES Virtual Card, or the relationship between you and us concerning the CITI PREPAID SERVICES Virtual Card; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your CITI PREPAID SERVICES Virtual Card, or this Agreement, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No portion of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.

ELECTRONIC ALERTS: You can elect to receive electronic card alerts via email and/or text messaging. These alerts are provided to the wireless telephone number or email address designated by you. The card alerts that you elect to receive are for convenience purposes only. We are not responsible for any failure to provide card alerts, even if you have elected to receive them, and we are not responsible if your computer or wireless telephone cannot receive or process the card alerts. Card alerts do not amend, supplement, change or replace any other notice or information that you may receive in connection with your CITI PREPAID SERVICES Virtual Card, including, but not limited to, any information provided to you on your CITI PREPAID SERVICES Virtual Card history or cardholder agreement. If you have any questions or concerns about your CITI PREPAID SERVICES Virtual Card or the status of your Card (such as the current available balance or transaction history) you should call the number provided on the back of your Card or use our online customer support. Your wireless or internet service provider may levy fees or charges for receipt of card alerts, and you are solely responsible for such charges. We are not responsible for your receipt, non-receipt, use or misuse of the card alerts, or any injury or damages caused to you, others, or property by card alerts.

MISCELLANEOUS

- a. Entire Agreement: This Agreement, including the Supplement, constitutes the entire agreement between you and us with respect to your CITI PREPAID SERVICES Virtual Card and our relationship regarding the CITI PREPAID SERVICES Virtual Card, and supersedes all prior and contemporaneous agreements, claims, representations and understandings of the parties in connection with the subject matter hereof.
- b. Governing Law: Except as otherwise provided in the Arbitration provision of this Agreement, this Agreement and your CITI PREPAID SERVICES Virtual Card are governed by the laws of the United States of America and, to the extent that state law applies, the laws of the State of New York without regard to conflict of laws principles.
- c. Severability: Except as otherwise provided in the Arbitration provision of this Agreement, if any provision of this Agreement shall be deemed unlawful, void, or unenforceable, then that provision shall be deemed severable from and shall not affect the validity and enforceability of any remaining provisions.
- d. No Waiver: No failure by us to enforce the strict performance of any provision of this Agreement will constitute a waiver by us of any right to subsequently enforce such provision or any other provisions of this Agreement.
- e. Assignment: You may not assign your rights or obligations under this Agreement. We may assign our rights or obligations, in whole or in part, at any time and without notice to you.

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