

STATE EMPLOYEES' CREDIT UNION
VISA® GIFT CARD CARDHOLDER AGREEMENT

This Cardholder Agreement ("Agreement") governs your SECU Visa Gift Card. By signing, activating, using, or allowing another person to use the Card, you accept this Agreement. Please read this Agreement carefully and keep it for your records.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. The Arbitration Provision applies to both the purchaser of the Card and any person who receives the Card from the purchaser (the "recipient"). THIS ARBITRATION PROVISION WILL APPLY TO YOU (WHETHER AS PURCHASER OR RECIPIENT OF THE CARD) UNLESS YOU OPT OUT. It is the purchaser's obligation to notify the recipient about this Agreement at the time the Card is given.

DEFINITIONS

"Card" means the Visa Gift Card loaded with a specific amount of funds that can be used to make purchases at merchants that accept Visa debit cards.

"Transaction" means use of the Card to obtain goods or services.

"You" and "your" mean any person who purchased or received the Card and is authorized to use the Card as provided in this Agreement.

"We," "us," "our," "SECU," and "Credit Union" mean State Employees' Credit Union, the issuer of the Card.

CONTACT US

Our mailing address is Card and ATM Services, P.O. Box 28540, Raleigh, NC 27611-8540. You may also contact your local branch or, if you need assistance outside of the Credit Union's normal business hours, you may call us at 1-888-732-8562. Calls may be recorded. Business days are Monday through Friday, 8:30 am to 5:30 pm, excluding Credit Union holidays. You can obtain information about, and perform a number of functions concerning, your Card online through Gift Card Manager, which is accessible at www.ncsecu.org/Cards/GiftCard.html.

CARD ACTIVATION AND REGISTRATION

You must activate your Card before you can use it. Activate online through Gift Card Manager or by calling the number on the back of the Card. To protect your Card, sign the signature panel on the back upon activation. We strongly recommend that you also register online as the recipient of your Card; otherwise, you will not be able use the Card to make purchases over the Internet, by telephone, or through a catalog. If the Card is not registered, you may not be able to establish that you are the owner of the Card if it is lost or stolen, and we are not required to research or resolve errors regarding unregistered Cards. When registering, we will ask you for the Card number and identifying information about yourself (including your full name, email address, mailing address, date of birth, and Social Security or other government-issued identification number) so we can verify your identity. Notify us of any change in your address or phone number. You may not resell your Card.

CARD USE

This Card cannot be reloaded. The amount that may be spent is limited to the available balance on the Card. For available balance information visit Gift Card Manager online or call 1-866-902-6082. You may use the Card to purchase goods and services from participating merchants in the U.S. and internationally if a magnetic stripe transaction is allowed. You may make purchases with a PIN by selecting "debit" at the point of sale and entering your PIN when prompted. You may not use the Card to pay for gas at the pump and must give the Card to an attendant to process the payment. You authorize us to debit the available balance for transactions made using the Card and fees in accordance with this Agreement. If you use your Card number without presenting the Card (such as for mail order, telephone, or Internet purchases), the legal effect will be the same as if you used the Card itself. You do not have the right to stop payment on any transaction made with your Card.

FOREIGN TRANSACTIONS WITH YOUR CARD

If your Card is used in a transaction that is submitted to the Visa or Plus Networks in a currency other than U.S. dollars, Visa will convert the transaction amount into U.S. dollars using its currency conversion procedure. Under the currency

conversion procedure that Visa currently uses, the non-U.S. dollar transaction is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate that Visa typically uses is either a government-mandated rate or a wholesale rate provided to Visa. The currency conversion rate that Visa uses for a particular transaction is the rate in effect for the applicable currency at the time the transaction is processed. This rate may be different from the rate in effect when the transaction occurred or when it posted to your Card and may be higher than the rate you could have gotten if you had converted U.S. dollars into cash. If a transaction initially in a foreign currency is converted to U.S. dollars before it is entered into the Visa or Plus Network, the conversion rates and fees of the company that did the conversion will apply.

RESTRICTED TRANSACTIONS

Visa and SECU do not allow, and you agree not to use the Card for, the following types of transactions:

- Cash back at the point of sale or cash advances through any other method
- ATM withdrawals or to access any accounts you may have at the Credit Union
- Purchase of cash value products such as a money order, cashier's check, foreign currency, or wire transfer
- Online gambling or illegal purposes
- Automated fuel dispensers (pay-at-the-pump gas purchases)
- Car rentals or cruise lines
- Preauthorized recurring payments

Visa may change its rules at any time. Compliance with Visa rules is required.

SPLIT TRANSACTIONS

If you wish to make a purchase that exceeds the available balance, inform the merchant of the amount you want to pay with the Card prior to beginning your transaction, and that you will pay the difference using another payment method. If the purchase amount exceeds the available balance on the Card, the transaction will be declined. Not all merchants will accept this type of "split tender" payment.

TRANSACTION HISTORY

Transaction history may be obtained online through Gift Card Manager or by calling 1-866-902-6082.

DECLINED TRANSACTIONS

We may refuse to authorize a Card transaction if: (a) the Card is reported lost or stolen; (b) we are uncertain whether the transaction is authorized by you; or (c) we reasonably believe that the transaction is being made in connection with an unlawful transaction or activity including, without limitation, gaming, gambling, lottery, or similar activities. We may temporarily "freeze" the Card if we note transactions that are unusual or appear suspicious.

AUTHORIZATIONS

Merchants generally seek authorization for the amount of your transaction. If you attempt to use the Card when the available balance is insufficient, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the available balance occurs due to a system malfunction or otherwise, you will remain liable to us and agree to pay immediately the amount that exceeds the available balance.

AUTHORIZATION HOLDS

Certain merchants may ask us to authorize a transaction in advance and may estimate its final value. When we authorize the transaction, we commit to making the requested funds available when the transaction finally settles and may place a temporary hold on your Card's available balance for the amount submitted by the merchant. We will only post the correct amount of the final transaction to your Card. Until the transaction finally settles, or 3 business days have passed, whichever occurs first, the funds subject to the authorization hold will not be available to you for other purposes. Transactions with certain types of merchants, such as hotels, are subject to a 10 business-day hold.

Some merchants may also add an amount (such as an estimated tip) to ensure that sufficient funds will be available to cover the final transaction; therefore, the authorization hold may be for more or less than the final transaction amount. If the amount of the authorization request exceeds the available funds on your Card, the transaction may be declined. We are not responsible if we do not authorize or pay subsequent Card transactions while such an authorization hold is in

place. The merchant still has the authority to post the transaction after the authorization has expired if an authorization was initially obtained. In addition, if you commence a purchase and the merchant obtains an authorization and then you cancel the purchase without completing it, the authorization may result in a temporary hold for that amount of funds for 3 business days or 10 business days, as applicable.

IF YOUR CARD IS LOST OR STOLEN

Contact us AT ONCE if you believe your Card has been lost or stolen, or that someone has used or may use your Card without your permission, by calling 1-866-902-6082. You may also write us at: Cardholder Services, P. O. Box 7235 Sioux Falls, SD 57117-7235. The Card may be replaced, with certain restrictions, and subject to a fee. You must provide the Card number, and you must have registered as the recipient.

FEES

Purchase Fee	\$2.00 (when purchased in a branch) \$3.50 (when purchased online)
Card Inactivity Fee	\$1.00/month after 12 months of no activity*
Lost Card Replacement Fee	\$8.00

*The term “activity” means action (except fees) that results in an increase or decrease of the Card funds, but error adjustments and reversals of prior transactions are not activity. The Inactivity Fee will not exceed the available balance. We will continue to charge a monthly Inactivity Fee until you resume use of the Card, your available balance reaches \$0, or the Card expires.

REFUNDS AND MERCHANT DISPUTES

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. It may take up to seven (7) days for the amount of the refund to be credited to your Card. You will need to contact the merchant to resolve disputes. We are not responsible for the delivery, quality, safety, legality, or other aspect of goods or services you purchase with the Card.

CONFIDENTIALITY

We may disclose information to third parties about your Card or the transactions you make when it is necessary for completing transactions; in order to verify the existence and condition of your Card for a third party, such as a merchant; in response to legal process, including subpoenas, attachments, executions, garnishments, levies, restraining orders, injunctions, warrants, or requests from regulatory authorities, which we believe requires our compliance; if you give us your written permission; or when otherwise permitted by applicable law.

RECEIPTS

You should obtain a receipt at the time you make a transaction using your Card if the transaction amount is over \$15. You may not receive a receipt if the transaction is \$15 and less.

OUR LIABILITY

If we do not complete a transaction to or from your Card on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages to the extent required by federal law; however, there are some exceptions. We will not be liable, for instance, if, through no fault of ours, there are insufficient funds on your Card to process a transaction; a merchant refuses to honor the Card; the system or point of sale (POS) terminal was not working properly and you knew about the breakdown when you started the transaction; the Card is expired, damaged, or revoked; circumstances beyond our control (such as fire or flood) prevent or delay the transaction from being completed, despite reasonable precautions that we have taken; you attempt to use a Card that has not been activated; the Card has been reported as lost or stolen, has been suspended by us, or we have reason to believe a transaction was not authorized by you; the merchant authorizes an amount greater than the purchase amount; or the merchant does not properly transmit transaction information to us. There may be other exceptions provided by applicable law.

CLOSURE, EXPIRATION, OR REVOCATION OF CARD

We may, at any time, suspend your Card and your ability to use your Card for any reason allowed by law, such as if we suspect possible fraud or suspicious activity, or for security reasons. We may also, at any time and for any reason, revoke your Card and your use of the Card. You agree to surrender a revoked Card promptly upon request. Upon revocation, any stored value remaining on the Card will be refunded to you less any applicable fees. The Card expires on the last day of the month displayed on the Card. You can request to replace an expired Card, at no fee, if there is a \$20 or greater balance remaining on the Card; otherwise, if the Card has less than \$20, you can request the balance in cash. Upon revocation or expiration, we may cease accepting or authorizing transactions on the Card. Card funds do not expire; however, you could lose the unused balance to Inactivity fees, and we handle unused balances in accordance with the applicable state's escheatment laws. To the extent permitted by law, you agree to pay attorneys' fees and collection costs we incur in collecting amounts you owe us and enforcing our rights under this Agreement.

CHOICE OF LAW

This Agreement is governed by federal law and by North Carolina law, as applicable.

ADDITIONAL TERMS

You may not transfer any of your rights or obligations under this Agreement. Except as set forth in the Arbitration Provision, if any provision of this Agreement is void or unenforceable, all other provisions of this Agreement shall remain in effect. Use of a Card is also subject to all rules and customs of Visa, Mastercard, and any other clearinghouse or network involved in a transaction.

YOUR LIABILITY FOR UNAUTHORIZED USE OF YOUR CARD

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. Telephoning is the best way to limit your potential losses. If you tell us within 2 business days after you learn of the loss or theft of your Card or PIN, you may lose no more than \$50 if someone used your Card and PIN without your permission.

If you do NOT notify 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.

Also, if there are transactions on your Card reflected on Gift Card Manager that were not made by you, including those made by Card or other means, tell us at once. If you do not tell us within 60 days of the transaction posting to Gift Card Manager, 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 notified us in time, and you could lose all the money on your Card. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

NOTICE OF ERROR RESOLUTION RIGHTS FOR YOUR SECU VISA GIFT CARD

KEEP THIS NOTICE FOR FUTURE USE

Telephone us at 1-866-902-6082 or write to us at Cardholder Services, P.O. Box 7235, Sioux Falls, SD 57117-7235, as soon as possible, if you think an error has occurred on your SECU Visa Gift Card or if you need more information about a transaction listed on a receipt or on Gift Card Manager. You can obtain a copy of our Dispute Form online through www.ncsecu.org/Cards/GiftCard.html. You must notify us no later than 60 days after the problem or error first appeared.

- Provide your name and Card number.
- Describe the error or transaction in question and explain as clearly as you can why you believe there is an error or why you need more information.
- Provide the dollar amount of the suspected error.

If you notify 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 has 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, and your Card is registered with us, we will provisionally credit your Card within 10 business days for the amount you believe is in error so that you will have 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 if we do not receive it within 10 business days, we may not credit your Card. For errors involving point-of-sale transactions, we may take up to 90 days to investigate your complaint or question.

We will notify you of 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 and reverse the provisional credit to your Card. You may request copies of the documents used in our investigation.

ARBITRATION PROVISION

YOU HAVE THE RIGHT TO OPT OUT OF (NOT BE BOUND BY) THIS ARBITRATION PROVISION AS DESCRIBED BELOW. If you do not opt out and a Claim, as defined below, is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general action or other representative action in court or in arbitration; or (4) unless all parties otherwise agree in writing, join or consolidate a Claim with claims of any other person or entity.

General: This Arbitration Provision describes when and how a Claim (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons (the “arbitrator”) instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute (the “award”), which may be enforced as a court judgment. A court rarely overturns an arbitrator’s decision.

Governing Law: This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”), and not by any state arbitration law.

Special Definitions: Solely for purposes of this Arbitration Provision, “we,” “us,” and “our” mean (1) State Employees’ Credit Union, each of its subsidiaries, affiliates, successors and assigns, and any of their employees, officers, directors and agents; (2) any servicer of my Card; and (3) any other third party that you name along with us as defendants in a single proceeding.

Opt-Out Process: If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written opt-out notice which specifies your name and address, identifies the Card in question (specifying whether it is registered), and includes a signed statement that you opt out of the Arbitration Provision. The opt-out notice must be signed by you and sent to us by mail (not electronically) at Credit Union, Attn: ARBITRATION, P.O. Box 28327, Raleigh, NC 27611. You should retain a copy of your opt-out notice and evidence of mailing.

Any opt-out notice is effective only if it complies with the preceding requirements and is postmarked within thirty (30) days after:

- **If you are the purchaser, the date you purchased the Card; or**
- **If you received the Card from the purchaser, regardless of whether the purchaser did or did not opt out, the date the Card is first used to conduct a transaction.**

This is the only way you can opt out of the Arbitration Provision. Your decision to opt out will not have any other effect on this Agreement. If you don’t reject this Arbitration Provision, it will be effective as of the date you purchased (or received) the Card. If a Card is jointly purchased, one purchaser’s rejection of this Arbitration Provision will be deemed to be a rejection by all joint purchasers. In all other circumstances, your rejection of this Arbitration Provision will not be deemed to be a rejection of this Arbitration Provision by any person or entity other than you. If you purchased (or received) more than one Card and wish to opt out of the Arbitration Provision for multiple Cards, and you are still within the 30-day time period for opting out of the Arbitration Provision for said Cards, please include in your written opt out notice the number of each Card for which you wish to opt out of the Arbitration Provision. In all other circumstances,

your decision to opt out of the Arbitration Provision applies only to this Agreement and not to any other Card Agreements you have with us. Moreover, we offer a number of different products and services to our members. If you opt out of arbitration for this Card Agreement, that will not affect any arbitration provision that may exist between you and us, now or in the future, in connection with other products or services you obtain from us; any such arbitration provision will remain in force unless you separately opt out of it in accordance with its terms. For example, if you also have a deposit or share account with us, opting out of this Arbitration Provision will not constitute an opt out of any arbitration provision that may apply to the deposit or share account.

Disputes Subject to Arbitration: You or we may elect to have “Claims” arbitrated rather than resolved in court. The term “Claim” means any past, present or future claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or your Card. “Claim” has the broadest reasonable meaning and includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (4) disputes concerning other information you gave us before purchasing your Card, while purchasing your Card, or while registering your Card; (5) any Cards you previously purchased or received; (6) disputes arising from or related to products or services provided by or purchased or obtained from us in connection with your Card; (7) disputes arising from or related to any transactions or attempted transactions in connection with your Card; (8) disputes arising from or related to any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning your Card; (9) claims brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity; (10) disputes concerning use of the Card; and (11) disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred prior to the date of this Agreement. However, this Arbitration Provision will not apply to any Claim that was already pending in court before this Arbitration Provision took effect.

Disputes Not Subject to Arbitration: Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) disputes that are within the jurisdiction of a small claims court (or an equivalent court). You or we may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, you or we may elect to compel arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court’s jurisdiction, the entire dispute must, if you or we choose, be resolved by arbitration; and (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver), which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

In addition, this Arbitration Provision does not prohibit you or us, at any time, from (1) exercising any lawful rights to preserve or obtain possession of property or self-help remedies; (2) obtaining provisional or ancillary remedies or injunctive relief (other than a stay of arbitration); or (3) bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

Starting or Electing Arbitration: You or we may start an arbitration by filing a demand with the arbitration administrator pursuant to the administrator’s rules. You or we may also require arbitration of a Claim filed in court by filing a motion with the court to compel arbitration of the Claim. Even if you and we have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.

Choosing the Administrator: The party who commences the arbitration may select either of the following arbitration organizations to administer the arbitration under their rules that apply to consumer disputes: the American Arbitration Association (“AAA”), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), www.adr.org; or JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614 (1-800-352-5267), www.jamsadr.com. You can obtain a copy of the administrators’ rules by visiting their websites or calling them. The parties may also mutually agree to select an

arbitrator who is an attorney, retired judge or arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the arbitrator's rules. If AAA and JAMS cannot or will not serve and the parties are unable to select an arbitrator by mutual consent, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by all of the terms of this Arbitration Provision (including, without limitation, the Class Action Waiver). Any arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court, which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

Jury Trial Waiver: IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

Class Action Waiver: ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. THIS MEANS THAT IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY. An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

Location and Costs of Arbitration: Any arbitration hearing that you attend in person must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the arbitrator. Each administrator charges filing and administrative fees and the arbitrator also charges fees. The parties shall pay said fees in accordance with the administrator's rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the arbitration organization and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration organization and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If we prevail in an individual arbitration that either you or we commenced, we will not seek to recover our attorney, expert or witness fees or our arbitration fees from you. Notwithstanding the foregoing, if the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

Law Applied by the Arbitrator: The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

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

Arbitration Award and Right of Appeal: At the timely request of either party, the arbitrator shall provide a written explanation for the award. However, if the amount in controversy exceeds \$50,000, you or we can, within 15 days after

the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to “the arbitrator” shall mean the panel if an appeal of the arbitrator’s decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled “Location and Costs of Arbitration.” The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction.

Rules of Interpretation: This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Provision shall survive (1) any suspension, revocation, surrender or expiration of your Card, (2) any legal proceeding, and (3) any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of this Agreement, on the other hand, this Arbitration Provision shall govern. Any changes to this Arbitration Provision will apply only prospectively unless we give you a right to opt out of the change or the entire Arbitration Provision.

Severability: If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

Notice and Cure: Prior to initiating a lawsuit or an arbitration proceeding under this Arbitration Provision, you or we, as applicable, shall give the other party written notice of the Claim (a “Claim Notice”) and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you shall be sent in writing by mail to the address you provided in connection with registering your Card (or any updated address you subsequently provide). Any Claim Notice to us shall be sent by mail to Credit Union, Attn: CLAIM NOTICE, P.O. Box 28327, Raleigh, NC 27611 (or any updated address we subsequently provide). Any Claim Notice you send must include your name, address, and information sufficient to identify your Card and explain the nature of the Claim and the relief demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The party giving a Claim Notice must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.