

**VIRTUAL ACCOUNT HOLDER AGREEMENT**  
**Terms and Conditions for the *blinxPay*™ Virtual Account**

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. SEE SECTION E.6 FOR MORE INFORMATION.**

This Account Holder Agreement ("Agreement") sets forth the terms and conditions under which the Virtual Account has been issued to you. By activating and using the Account, you agree to be bound by the terms and conditions contained in this Agreement. Please read this Agreement carefully and keep it for future reference.

**A. GENERAL INFORMATION**

**1. Definitions**

"Business Day" means Monday through Friday, excluding federal holidays, even if we are open for business. Any references to "days" found in this Agreement are calendar days unless otherwise indicated.

"Account" means the Virtual Account issued to you by Veritec Financial Systems, Inc. and First Citizens Bank, Polson, MT.

"Account" means the records we maintain to account for the value of claims associated with the Account.

"Issuer" means Veritec Financial Systems, Inc. and First Citizens Bank, Polson, MT. First Citizens Bank, Polson, MT is a bank chartered under the laws of the State of Montana and a member of the Federal Deposit Insurance Corporation ("FDIC").

"We," "us," and "our" mean the Issuer, our successors, affiliates or assignees.

"You", "Your", and "Account Holder" and means the person who has received an Account and is authorized by the Issuer to use the Account as provided for in this Agreement.

"Account Holder" means the person who requested the opening of the Account and issuance of an Account.

Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

**2. About the Account**

You acknowledge and agree that the value available in your Account is limited to the funds loaded to your Account. The Account is a Virtual Account. The Account is not a credit Account. The Account is not a gift Account, and is not intended to be used as a gift. The Account is not a checking or savings account.

You will not receive any interest on your funds in your Account. There is no credit line associated with your Account. The Account is and will at all times remain the property of the Issuer and must be surrendered upon demand. The Account is nontransferable, may not be resold, and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Account is not offered in all states. For a current list of states where the Account is not offered, please visit. If you are located in or move to a state where we do not offer the Account, we may close your Account and return any balance to you as permitted by applicable law.

The account is for use solely at participating merchants.

The Account Holder is responsible for any and all transactions and fees on the Account and any sub-accounts associated with the Account. The Account Holder may access funds in the Account and any sub-accounts attached to the Account. The Account associated with a sub-account has the functionality of an Account as set forth in this Agreement, but the Sub-Account Holder may only access funds in the sub-account.

You agree to only use the Account for personal, family or household purposes. The Account is not designed for business use, and we may close your Account if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement. All dollar amounts stated herein are in U.S. Dollars ("dollars") unless expressly stated otherwise.

**3. Fee Schedule**

All fees assessed by us are deducted from the available balance on your Account. If your available balance is insufficient to cover any transaction amount or any transaction fee(s) assessed or both, the transaction may be declined. If your Account has a Monthly Maintenance Fee, your Monthly Maintenance Fee may cause your Account to be drawn negative for any portion of the Monthly Maintenance Fee that is not covered by your available balance.

The following fees apply to your Account:

<b>Name of Fee</b>	<b>Name of Fee on Statement</b>	<b>Frequency</b>	<b>Amount</b>
<b>Value Load/Reload Fees:</b>			
Cash Load at Merchant Location	Cash Load	Per Occurrence	\$0.00*
Load from Bank Account	ACH Deposit	Per Occurrence	\$0.00
Load from Credit/Debit Card	Credit Card Load	Per Occurrence	2.9-3.5%
Customer to Customer Money Transfer	Account to Account Transfer	Per Occurrence	\$1.00
Return Balance Check Issued (when closing account)	Return Balance Check	One time	\$6.00

\*Merchants may charge a fee for this service

**4. Receipt of the Account**

Write down your Account number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Account is lost, stolen, or destroyed. You should keep the paper in a safe place. The Account is not active and there is no value on the Account until or unless you load funds to the Account or until or unless funds are loaded to the Account on your behalf.

**5. FDIC Insurance**

When you have registered and loaded your Account, there will be enough funds at the Issuer to cover the amount of money credited to your Account. The money credited to your Account will be held in a custodial account at the Issuer on your behalf. The amount of money in this custodial account is insured to the maximum limit provided by the FDIC.

**B. OPENING A NEW ACCOUNT**

**1. Activating Your Account**

You must activate your Account before it can be used. You may activate your Account by calling 1-866-419-0129 or by visiting [www.blinxPay.com](http://www.blinxPay.com). You will need to provide personal information in order to verify your identity. The Bank Secrecy Act, as amended by the USA Patriot Act, is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

When you activate an Account, we will ask for your name, address, date of birth, and other information that will allow us to reasonably identify you. We may also ask to see your driver's license or other identifying documents at any time. Please refer to the section of this Agreement titled "Privacy Policy" for information regarding how we may use information that we collect from you.

If we are unable to verify your identity, we may, at our option, (i) permit you to use your Account until the balance in your Account reaches zero, (ii) issue you a refund check, or (iii) require further investigation. You may not be able to reload your Account until we are able to verify your identity.

We may refuse to allow you to activate an Account at our sole discretion.

**2. Your Representations and Warranties**

By activating the Account or by retaining, using, or authorizing the use of the Account, you represent and warrant to us that: (i) you are at least 18 years of age (or 19 if you reside in a state where the age of majority is 19); (ii) you are a U.S. citizen or legal alien residing in one of the 50 states or the District of Columbia; (iii) you have provided us with a verifiable U.S. street mailing address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Account is true, correct, and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; (vi) you accept the Account; and (vii) you agree that the Account is our property and you will surrender it upon demand.

**3. Authorized Users**

You are responsible for all authorized transactions initiated by use of your Account. If you permit another person to have access to and use your Account, Account number, we will treat such permission as if you have authorized such use and you will be liable for all transactions incurred by those persons. If you wish to revoke permission for any person you have previously authorized to use your Account, or Account number you must notify us by calling 1-866-419-0129 or writing us at Account Holder Services, PO Box 27470, Golden Valley, MN 55427. If you notify us to cancel another person's use of your Account, or Account Number, we may, at our option, close your Account and issue a new Account to you.

**LOADING YOUR ACCOUNT, ACCESSING CASH AND USING YOUR ACCOUNT**

**4. How to Add Money to Your Account**

You may add or "load" funds to your Account at any time after your Account Holder information has been verified subject to the following limitations.

Account Limits*	
Maximum cumulative amount of all loads in any 24-hour period	\$7,000.00
Maximum balance of Account at any time ("Maximum Balance")	\$7,000.00

\* We may increase or decrease these limits or add additional limits from time to time in our sole discretion without prior notice to you. We reserve the right to accept or reject any request to reload value to the Account at our sole discretion. The Account may only be reloaded by the Account Holder.

The calculation of the Maximum Balance may take into consideration all similar transactions made with any other Account(s) you may have with us. Any load may be rejected in whole or in part at any time at our discretion if the amount of such load may cause the maximum balance in your Account to exceed the Maximum Balance.

For information about how to load funds to your Account, visit [www.blinxPay.com](http://www.blinxPay.com).

Presenting personal checks, cashier's checks, and money orders to the Issuer are not an acceptable form of loading. All checks and money orders sent to the Issuer for Account loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Account at the discretion of the Issuer.

You agree to present the Account and meet identification requirements to complete load transactions as may be required from time to time.

**5. Using Your Account**

**Account Access.** Subject to the limitations set forth in this Agreement, you may use your Account to: (1) load funds to your Account, (2) transfer funds between your Accounts whenever you request, (3) purchase or lease goods or services where ever your Account is honored as long as you do not exceed the value available in your Account, You may only use your Account at authorized participating merchants.

You may not use your Account Number or the Issuer's routing number and your assigned Account Number in connection with the creation and/or negotiation of any financial instruments, such as checks, which we have not authorized.

**(a) Limitations on Frequency of Transfers.** For security reasons, we may limit the amount or number of transactions you can make with your Account.

**(b) Limitations on Dollar Amounts of Transfers.** The following individual transfer limits apply to your Account during any 24-hour period:

<u>Type of Transfer</u>	<u>Limit</u>
Account to Account	May not exceed \$300.00
Credit Card Load	May not exceed \$300.00

In addition, certain transfer limits may apply to other types of transfers.

We may increase or decrease these limits from time to time in our sole discretion and, to the extent permitted by applicable law, without prior notice to you.

**(c) Your Obligation for Negative Balances.** Each time you use your Account, you authorize us to reduce your available balance by the amount of the transaction and any applicable fees. You cannot use the Account, either in a single transaction or a series of transactions, if the amount of the transaction(s) exceed(s) your available balance. Nevertheless, if the amount of a transaction exceeds your available balance, you shall remain fully liable to us for the amount of the transaction. You agree to pay us promptly for the negative balance. If you have not added sufficient funds to your Account to cover the negative balance within ninety (90) days of its creation, we may cancel your Account and pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Account you may have with us. We reserve the right to offset any negative balance by any current or future funds you may load to or maintain in your Account or any other Account or Account you maintain with us now or in the future.

You are responsible for all transactions initiated by use of your Account, except as otherwise set forth herein. If you do not have enough funds available in your Account, the transaction will be denied.

**(d) Fraudulent Account Activity.** We may block or cancel your Account if, as a result of our policies and procedures, we detect what we reasonably believe to be fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement. We will incur no liability to you because of the unavailability of the funds that may be associated with your Account.

**(e) No Warranty.** We are not responsible for the delivery, quality, safety, legality, or any other aspect of the goods and services purchased from merchants with the Account. All disputes concerning those matters should be addressed to the merchants from whom the goods and services were purchased. Merchants have no authority to make representations or warranties on our behalf, to bind us or to enter into any agreement on behalf of us.

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE ACCOUNT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**(f) Account Refund.** You may request a refund of the funds remaining in your Account by contacting us at 1-866-419-0129 and requesting a check refund. A fee may apply for check refunds. A check refund may take up to twenty (20) Business Days to be processed and delivered to you.

**(g) Account Replacement.** If you need to replace your Account for any reason, please contact us at 1-866-419-0129 to request a replacement Account. You will be required to provide personal information which may include your Account number, full name and transaction history, copies of accepted identification and similar information to help us verify your identity.

### **C. Account Balance/Periodic Statements and Account Information**

#### **1. Tracking Available Balance**

You are responsible for keeping track of your Account available balance. Merchants generally will not be able to determine your available balance. It is important you know your available balance before initiating any transaction. You may access your available balance by accessing your Account online at (at no cost) or by calling 1-866-419-0129. You will not automatically receive paper statements. Statements in electronic format will be made available at no cost at for each month in which a transaction occurs. A sixty (60) day history of Account transactions is also available online at no cost to You have a right to obtain a sixty (60) day written history of Account transactions by calling 1-866-419-0129 or by requesting this information in writing at Account Holder Services, PO Box 27470, Golden Valley MN 55427. Important Information Regarding Your Rights and Responsibilities

**(a) Confidentiality.** We may disclose information to third parties about your Account or the transactions you make:

- (i) Where it is necessary for completing transactions;
- (ii) In order to verify the existence and condition of your Account for a third party, such as a merchant;
- (iii) In order to comply with government agency, court order, or other legal reporting requirements;
- (iv) If you consent by giving us your written permission;
- (v) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (vi) Otherwise as necessary to fulfill our obligations under this Agreement.

**(b) Our Liability for Failure to Complete Transactions.** If we do not properly complete a transaction with respect to your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages; however, there are some exceptions. We will not be liable, for instance:

- (i) If through no fault of ours, you do not have enough funds available in your Account to complete the transaction;
- (ii) If a merchant refuses to accept your Account;
- (iii) If access to your Account has been blocked after you reported your Account lost or stolen;
- (iv) If there is a hold on your funds or your funds in your Account are subject to legal process or other encumbrance restricting their use;
- (v) If we have reason to believe the requested transaction is unauthorized;
- (vi) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the

- (vii) transaction, despite reasonable precautions that we have taken; or  
Any other exception stated in our Agreement with you excludes us from such liability.

IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE FURTHER LIMITED BY THE TOTAL AMOUNT LOADED ON THE ACCOUNT. IN NO EVENT WILL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW.

**(c) Your Responsibility and Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your Account has been lost stolen, or if you believe that an electronic funds transfer has been made without your permission. Telephoning us at 1-866-419-0129 is the best way to minimize your possible losses. You could lose all the money in your Account.

If you notify us within two (2) Business Days after your learn of the loss or theft of your Account, you can lose no more than \$50.00 if someone used your Account without your permission. If you do not notify us within two (2) Business Days after you learn of the loss or theft of your Account and we can prove that we could have stopped someone from using your Account without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your electronic history shows transactions that you did not make, including those made by Account or other means, notify us at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors". If you do not notify us in writing within sixty (60) days from the earlier of the date you electronically access your Account, provided that the electronic history reflects the transfer, or the date we sent the FIRST written history on which the unauthorized transfer appeared, then you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If your Account has been lost or stolen, we will deactivate your Account and issue you a new Account to minimize losses.

**(d) Information About Your Rights to Dispute Errors.** In case of errors or questions about your electronic transactions, call 1-866-419-0129 or write to Account Holder Services, PO Box 27470, Golden Valley MN 55427 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-866-419-0129 or writing us at Account Holder Services, PO Box 27470, Golden Valley MN 55427. You will need to tell us:

1. Your name and Account number
2. Why you believe there is an error, and the dollar amount involved
3. Approximately when the error took place

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (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 to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) Business Days, we may not credit your Account.

For new Accounts, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, call us at 1-866-419-0129 or notify us at Account Holder Services, PO Box 27470, Golden valley MN 55427.

**(e) Recording and Monitoring.** From time to time, in accordance with applicable law, we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as permitted by applicable law.

**(f) [Short Message Service Text Message ("SMS"), E-mail, Mail, Telephone Calls and Pre-recorded Telephone Calls (each individually, a "Notification" and collectively, "Notifications").** We would like to send you Notifications about your Account and other matters of interest to you as an Account Holder. By activating your Account and giving us your phone numbers and email address, you agree to receive telephone calls and emails from us regarding your Account and additional products and services offered to you. When you activate your Account and set up your alert notifications when creating your online account, a box will be provided to opt in and agree to receive Notifications from us by pre-recorded telephone calls and SMS text messages regarding your Account. In order to receive SMS text messages, you must have text messaging enabled on your mobile phone and must subscribe to a participating cellular telephone carrier. Standard cellular telephone carrier messaging and data fees may apply. Check with your cellular telephone carrier for more details.

You may advise us that you wish to stop receiving ("opt-out" of) SMS Notifications by texting the word "STOP" to the short code used for the program. You may also opt-out of any Notification method at any time by calling 1-866-419-0129 or by e-mailing [support@blinxPay.com](mailto:support@blinxPay.com) (except as explained below). If you choose to later opt out of receiving Notifications by SMS texts or commercial emails from us, you may receive a confirmation notice confirming your decision to opt-out. You agree that we may send you such confirmations. You also acknowledge that we may send you emails or call you regarding your account, even if you have put your number on a Do Not Call list or have opted out of receiving general commercial email from us. You agree that we shall not be liable for incomplete, lost, late, damaged, illegible, or misdirected Notifications or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections, failed, incomplete, garbled, or delayed transmissions, or damage to any phone or computer system resulting from your participation in or accessing or downloading information in connection with such Notifications.]

## D. Other Miscellaneous Terms

### 1. Assignment

Your Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Account is subject to all applicable rules and customs of any clearinghouse or other network or association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any

governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of Missouri except to the extent governed by federal law.

## **2. Amendment, Cancellation and Expiration**

We may (a) amend or change the terms and conditions of this Agreement, or (b) cancel or suspend your Account or this Agreement, at any time without prior notice to you except as required by applicable law. You may cancel this Agreement by returning the Account to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that your Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. To the extent permitted by applicable law, we reserve the right to refuse to return any unused balance amount less than one dollar (\$1.00). We will comply with unclaimed property laws and appropriately engage in escheatment activities as required by state law. If you do not use your Account for an extended period of time, applicable law may require us to report the balance on the Account as unclaimed property. If this occurs, we may try to locate you at the address last shown in our records. If we are unable to locate you, we may be required to deliver any money on your Account to the applicable state as unclaimed property.

## **3. Expiration**

Subject to applicable law, you may use or reload your Account only through its expiration date. The expiration date is three (3) years. If there is a balance remaining on the Account upon expiration and your Account is in good standing, the balance will be transferred to a new Account. We may also send you a new Account when your Account expires even if you have no money on your Account, if you have recently used your Account.

## **4. Address or Name Changes**

You are responsible for notifying us of any change in your physical address, mailing address, e-mail address, text message address, or your name no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us by telephone at 1-866-419-0129, or by mail to: Account Holder Services, PO Box 27470, Golden Valley MN 55427.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

## **5. Federal Payments; Attachment**

If we receive an order of attachment, garnishment, or levy, we will immediately send you a copy of the order and the name of the creditor and contact person, if any. Veritec Financial Systems, Inc. will cooperate and comply with any court ordered actions. If you have any questions about a creditor's right to remove funds from your Account, contact your benefit agency or your local legal services organization.

## **6. Arbitration**

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

**(b) Opt-Out Process.** You may choose to opt out of the Arbitration Provision, but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the acceptance of your Account at the following address:

Account Holder Services  
PO Box 27470  
Golden Valley, MN 55427

Your written notice must include your name, address, account number or social security number and a statement that you wish to opt out of this Arbitration Provision.

**(c) Definitions.** As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Account or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, without limitation, any claim, dispute or controversy that arises from or relates to (i) your Account; (ii) the amount of available funds in your Account; (iii) advertisements, promotions or oral or written statements related to your Account, goods or services purchased with your Account; (iv) the benefits and services related to your Account; and (v) your enrollment for any Account. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Issuer, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with your Account (including, but not limited to merchants who accept the Account, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use the Account, including but not limited to all persons or entities contractually obligated under this Agreement.

**(d) Significance of Arbitration.** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE JAMS, OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

**(e) Restrictions on Arbitration.** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported

representative capacity on behalf of the general public, other Account Holders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

**(f) Initiation of Arbitration Proceeding/Selection of Administrator.** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS"), or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select either of the other organizations listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

**(g) Arbitration Procedures.** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

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

**(i) Continuation.** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision shall survive termination of your Account as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

## **7. English Language Controls**

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

## **8. Entire Agreement**

This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter. If any of the terms of this Agreement are invalid, or declared invalid by order of court, change in applicable law, or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

## **9. Customer Service**

For customer service or additional information regarding your Account, please contact us at the following address:

Account Holder Services

PO Box 27470

Golden Valley, MN 55427

1-866-419-0129

[support@blinxPay.com](mailto:support@blinxPay.com)

This Account is issued by Veritec Financial Systems, Inc. and First Citizens Bank, Polson, MT.