

## INSIGHT SAVINGS<sup>SM</sup> ACCOUNT ADDENDUM AND AGREEMENT

Revised 12/05/2019

You are a cardholder of an Insight Card VISA® Prepaid Reloadable Card (the "Card") which is governed by the Insight Card Cardholder Agreement (the "Cardholder Agreement") between you and the Card issuer, Republic Bank of Chicago ("we" or "us"). By requesting that we establish an Insight Savings Account (an "Insight Savings") you agree to amend your Cardholder Agreement by adding this Savings Account Agreement. These terms and conditions of use and Savings Account Addendum and Agreement (this "Savings Account Agreement") governs your Insight Savings Account only.

**PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE. SECTION 17 CONTAINS A MANDATORY ARBITRATION PROVISION.**

**SECTION 1: DEPOSIT INSURANCE.** All funds transferred to your Insight Savings Account are insured by the Federal Deposit Insurance Corporation ([www.FDIC.gov](http://www.FDIC.gov)) to the maximum extent permitted by law.

**SECTION 2: TRUTH IN SAVINGS DISCLOSURE.** The interest rate and Annual Percentage Yield ("APY") stated below are accurate as of January 1, 2018. There is no monthly service charge.

Minimum Amount to Open an Insight Savings Account
\$10.00

**SECTION 3: ANNUAL PERCENTAGE YIELD AND INTEREST RATE.** The interest rate for your Insight Savings is 4.88% with an Annual Percentage Yield of 5.00%. Interest will begin to accrue on the date of deposit. The APY and interest rate on your account may change. We may change the APY and interest rate on your account at any time in our sole discretion.

**SECTION 4: BALANCE COMPUTATION METHOD.** We use the daily-balance method to calculate the interest on your Insight Savings. This method applies a daily periodic rate to the principal in your Insight Savings each day.

**SECTION 5: COMPOUNDING AND CREDITING.** Interest for your Insight Savings will be compounded daily and credited to your Insight Savings **quarterly**. If you close your Insight Savings before interest is credited, you will not receive the accrued interest.

**SECTION 6: ADDITIONAL DEPOSITS.** If you wish to deposit additional funds to your Insight Savings, you may transfer funds from your Card to your Insight Savings at no cost by logging in at [www.insightcards.com](http://www.insightcards.com). You must have funds available on your Card in an amount at least equal to the amount you wish to deposit. You may not deposit funds from your Card to your Insight Savings Account in excess of your Available Balance.

**SECTION 7: WITHDRAWALS AND LIMITATIONS.** You can make withdrawals from your Insight Savings at any time by logging in at [www.insightcards.com](http://www.insightcards.com). You may not withdraw funds from your Insight Savings to your Card in excess of your Insight Savings balance. You will not be able to use your Card or a Convenience Check to access funds in your Insight Savings unless you complete a transfer to your Card. **As required by applicable Federal law, during any monthly cycle, you may make no more than six withdrawals or transfers to your Insight Card by means of a preauthorized, automatic, telephone order or instruction, or computer transfer.** If you make more than six transfers from your Insight Savings in a monthly cycle, we may close your Insight Savings. We reserve the right to require 7 days' notice before any withdrawal from your Insight Savings.

**SECTION 8: SAVINGS BALANCE AND ACTIVITY REPORTING.** You may transfer a maximum of \$5,000.00 into your Insight Savings account. You may review your statement and activity report by visiting [www.insightcards.com](http://www.insightcards.com) or calling toll-free **1.888.572.8472** (fees may apply). This information is available to you online 24 hours a day, 7 days a week. You will not automatically receive regular, periodic statements with respect to your Insight Savings. Statements in electronic format will be made available free of charge at [www.insightcards.com](http://www.insightcards.com) each month. You may choose to have a paper statement mailed to you by calling us each time at **1.888.572.8472**.

**SECTION 9: SETOFF.** We may (without prior notice and when permitted by law) set off the funds in this Insight Savings against any due and payable debt you owe us now or in the future. In addition, you give us the contractual right to apply, without demand or prior notice, all or part of the property in your accounts, against any debt you owe us. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

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**SECTION 10: SECURITY INTEREST.** You hereby grant us a security interest in your Insight Savings and all funds deposited therein, to the extent necessary to secure any amount you owe us. We may enforce our security interest without demand or prior notice to you. You agree to hold us harmless from any claim arising as the result of our security interest in, or enforcement of our security interest against your Insight Savings.

**SECTION 11: ACCOUNT CLOSURE.** If you close your Insight Savings, we will return all available funds, less any amount owed to us, to you by transfer to your Card. If you have closed your Card, you must contact us to tell us how you want us to deliver the funds in your Insight Savings to you.

**SECTION 12: OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If we do not complete a transfer to or from your Insight Savings 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:

- If, through no fault of ours, you do not have enough money in your Insight Savings to make the transfer;
- If you are transferring funds to your Card, and the transfer would cause the balance on your Card to exceed the maximum allowed on your Card;
- Your funds are subject to legal process or other encumbrances restricting the transfer;
- Access to your Insight Savings has been blocked due to your username and password being reported as lost or stolen;
- We have reason to believe that the transaction is unauthorized;
- Circumstances beyond our control, such as fire or flood, prevent completion of the transaction, despite reasonable precautions that we have taken; or
- Any other exception stated in our Agreement with you.

In no event will we be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages.

**SECTION 13: BUSINESS DAYS:** For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included.

**SECTION 14: ERROR RESOLUTION NOTICE.** In Case of Errors or Questions about your electronic transfers, or if any activity report shows transactions that you did not make, call us as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement at 1.888.572.8472 or fax us at 1.866.354.5673 or write us at Attn: Customer Service, P.O. Box 5100 Pasadena, CA 91117. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You will need to tell us:

- Your name and Insight Savings account number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send 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 Insight Savings 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 in writing and we do not receive it within 10 Business Days, we may not credit your Card.

For errors involving new Insight Savings or new Cards (suspected error occurred within 30 days after the first deposit to the Card was made), point of sale transactions or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question, and we may take up to 20 Business Days to credit your Insight Savings or 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 documents that we used in our investigation.

**SECTION 15: UNAUTHORIZED TRANSFERS.** Tell us AT ONCE if you believe your username and password for login at [www.insightcards.com](http://www.insightcards.com) have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Insight Savings. If you tell us within two business days after you learn of the loss or theft of your user name and password, you can lose no more than \$50.00 if someone used your username and password without your permission.

If you do NOT tell us within two Business Days after you learn of the loss or theft of your username and password and we can prove we could have stopped someone from using your username and password without your permission if you had told us, you could lose as much as \$500.00.

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

**SECTION 16: ARBITRATION PROVISION.** You and we agree that, unless prohibited by applicable law, either party may elect to arbitrate, and require the other party to arbitrate, any Claim under the following terms and conditions.

**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").

**Right to Reject Arbitration Provision:** If you act promptly, you may reject this Arbitration Provision, in which event neither you nor we will have the right to require arbitration of any Claims. To reject this Arbitration Provision, either immediately or later, you must either: immediately refrain from the use of the Insight Savings, and call us at 1.888.572.8472 to close your Insight Savings. Any rejection notice must be signed by you and must include your name, address and telephone number within 60 days of opening the Account. **You must mail your rejection notice by certified or registered mail or send it by messenger service (such as UPS or Federal Express) to Attn: Arbitration Opt-Out, 4701 Creek Road STE. 200, Cincinnati OH, 45242.** In the event of any dispute concerning whether you have provided a timely rejection notice, you must provide a signed receipt. This is the only method you can use to reject the Arbitration Provision. In so doing, all other terms and conditions of this Savings Account Agreement will be null and void and your rights to claim a complete refund will be honored promptly following the cancellation of your Insight Savings.

### Claims Covered.

- **What Claims are subject to arbitration?** All Claims relating to your Insight Savings, a prior related account, or our relationship are subject to arbitration, excluding our collection of amounts due hereunder, but including Claims regarding the application, enforceability, or interpretation of this Savings Agreement and this Arbitration Provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, 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 co-applicant, 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 Insight Savings, are subject to arbitration.
- **Broadest interpretation.** Any questions about whether Claims are subject to arbitration will 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 for arbitration must choose one of the following arbitration firms and follow its rules and procedures for initiating and pursuing arbitration: American Arbitration Association or JAMS. 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 billing address, 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 two arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

#### American Arbitration Association

225 North Michigan Avenue, Suite 1840

Chicago, IL 60601-7601

Web site: [www.adr.org](http://www.adr.org)

#### JAMS

1920 Main Street, Suite 300

Irvine, CA 92614

Web site: [www.jamsadr.com](http://www.jamsadr.com)

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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 10 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 requested 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 will determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and will not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

- **Who pays?** Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. 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. 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, applicants, co-applicants, authorized users on a single account and/or related accounts, 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 have passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.