



1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); and (ii) AAA at 120 Broadway, Floor 21, New York, NY 10021; website at [www.adr.org](http://www.adr.org). If both JAMS and the AAA are unable to serve as administrator and we cannot agree on a replacement, a court with jurisdiction will appoint the administrator or arbitrator.

(c) 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 JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, NEITHER YOU NOR WE WILL 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. THE ARBITRATOR SHALL NOT CONDUCT A CLASS, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ARBITRATION. THE ARBITRATOR SHALL NOT JOIN OR CONSOLIDATE CLAIMS 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.

(d) 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 or private attorney general basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders 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. This section of this Arbitration Provision is the "Class Action Waiver." (Special procedures apply to Claims that seek public injunctive relief, as set forth below).

(e) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your 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 individual 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.

(f) 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 this Arbitration Provision shall control if it is inconsistent with the applicable Code or with other provisions of this Agreement. The arbitrator will be selected under the administrator's rules, except that the arbitrator must be a lawyer with experience in the subject matter of the Claim or a retired judge, unless you and we agree otherwise in writing.

The arbitrator shall apply the applicable substantive law, consistent with the FAA, that would apply if an individual matter had been brought in court. The arbitrator may award any damages or other relief of remedies that would apply under applicable law to an individual action brought in court, 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). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the administrator's rules or applicable law. The arbitrator shall apply 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 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 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, if the amount in controversy exceeds, \$50,000, 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 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 arbitration pursuant to its Code and issue its decision within 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 except for any appeal rights under the FAA.

(g) No Preclusive Effect: No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

(h) Continuation and Severance: This Arbitration Provision shall survive cancellation, suspension, revocation or termination of your Card or this Agreement as well as voluntary payment of the 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 held to be invalid or unenforceable, 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 except that: (A) If the Class Action Waiver is declared unenforceable in a proceeding between you and us with respect to a Claim that does not seek public injunctive relief, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Provision (except for this sentence) shall be null and void in such proceeding; and (B) If a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver and/or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim, and that determination becomes final after all appeals have been exhausted, the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for class-wide or public injunctive relief be arbitrated.

35. **Refunded Check Transactions ("Check Terms").** Refunded Check Transactions are not allowed in this program.

36. **Delivery of Electronic Communications.** The following E-Communication Disclosure ("**Disclosure**") applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card Account and any related products and services ("**Communications**"), to the extent you have consented to receiving such Communications electronically, except as provided below.

**Scope of Communications to Be Provided in Electronic Form.** When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Card Account and any related products or services
- Your Cardholder Agreement and any notices about a change in terms of your Cardholder Agreement
- Privacy policies and notices
- Error resolution policies and notices
- Responses to claims filed in connection with your Card Account
- Notices regarding insufficient funds or negative balances

**Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (2) by posting such Communications at [go.cardportal.us](http://go.cardportal.us).

**How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form at any time by calling the number on the back of your Card, **866-777-5729** or by visiting [go.cardportal.us](http://go.cardportal.us), or by writing to the Program Manager at **Praxell, Inc., Cardholder Services, P.O. Box 315, New York, NY 10018**. If you do withdraw your consent, we will close your Card Account, except where prohibited by law. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request for withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

**How to Update Your Records.** It is your responsibility to provide us with your true, accurate and complete e-mail address (if you have elected to receive e-mail messages from us), your contact information, and other information related to this Disclosure and your Card Account, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) by emailing: [chsupport@praxell.com](mailto:chsupport@praxell.com) or by calling the number on the back of your Card, **866-777-5729**.

**Hardware and Software Requirements.** In order to access, view, and retain Communications that we make available to you electronically, you must have:

- An Internet browser that supports **128-bit** encryption
- *Google Chrome 52.0.3203.94* or above, *Firefox 57.0*, or the equivalent software
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit
- An e-mail account with an Internet service provider and e-mail software
- A personal computer (*for PCs: i3 core CPU or higher, 4GB memory*), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in via a plain text-formatted e-mail or by access to our web site using browser specified above or equivalent software
- *Adobe Reader version 11* or higher if using *Windows 10 built-in with Microsoft Edge*

**Requesting Paper Copies.** We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a

paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call the number on the back of your Card, **866-777-5729**, or visit [go.cardportal.us](http://go.cardportal.us), or write to the Program Manager at **Praxell, Inc., Cardholder Services, P.O. Box 315, New York, NY 10018**.

**Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.



Why?	WHAT DOES METROPOLITAN COMMERCIAL BANK DO WITH YOUR PERSONAL INFORMATION?
	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"><li>• Social Security number</li><li>• Account transactions</li><li>• Account balances</li><li>• Checking account information</li><li>• Transaction history</li><li>• Wire transfer instructions</li></ul> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Metropolitan Commercial Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Metropolitan Commercial Bank share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – Information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes</b> – Information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call 1-866-363-8226 or go to <a href="http://www.mcbankny.com">www.mcbankny.com</a>
-------------------	---

## What we do

How does Metropolitan Commercial Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does Metropolitan Commercial Bank collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"><li>• Open an account or give us your contact information</li><li>• Apply for financing or show your driver's license</li><li>• Provide account information</li></ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"><li>• sharing for affiliates' everyday business purposes – information about your creditworthiness</li><li>• affiliates from using your information to market to you</li><li>• sharing for nonaffiliates to market to you</li></ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"><li>• <i>Metropolitan Commercial Bank does not share with our affiliates.</i></li></ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"><li>• <i>Metropolitan Commercial Bank does not share with nonaffiliates so they can market to you.</i></li></ul>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"><li>• <i>Our joint marketing partners include credit card account companies.</i></li></ul>

## Other important information

**For Alaska, Illinois, Maryland, and North Dakota Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization.

**For California Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. Further, we may collect personally identifiable information about you through our website, including but not limited to your first and last name, home address, e-mail address, telephone number, or any other identifier that permits the physical or online contacting of a specific individual. If we change our privacy policy for our website, you will be notified as required by law.

**For Massachusetts, Mississippi, and New Jersey Customers.** We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing without your authorization.

**For Vermont Customers.**

- We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you other than as permitted by Vermont law, unless you authorize us to make those disclosures.
- Additional information concerning our privacy policies can be found at [www.mcbankny.com](http://www.mcbankny.com) or call 1-866-363-8226.

## Schedule A

SCHEDULE OF ALL FEES AND CHARGES FOR JPAY PROGRESS PREPAID MASTERCARD®		
ALL FEES	AMOUNT	DETAILS
Card purchase fee	\$0.00	
Card activation fee	\$0.00	
Account registration fee	\$0.00	
Monthly fee	\$0.00	
Institution load	\$0.00	
Cash reload	\$0.00	Third party fees apply. For locations and details, go to: <a href="https://www.attheregister.com/cashreload">https://www.attheregister.com/cashreload</a>
Direct deposit	\$0.00	
Card-to-card transfer	\$0.00	
Bank-to-card transfer	\$0.00	Third party fees may apply
Institution unload	\$0.00	
Cash unload	\$0.00	Third party fees apply. For locations and details, go to: <a href="https://www.attheregister.com/cashreload">https://www.attheregister.com/cashreload</a>
POS PIN debit purchase	\$0.00	Third party fees may apply
POS signature purchase	\$0.00	Third party fees may apply
POS PIN purchase (declined)	\$0.00	Third party fees may apply
POS SIG purchase (declined)	\$0.00	Third party fees may apply
ATM withdrawal in-network (US)	\$0.00	At Allpoint ATMs
ATM withdrawal out-of-network (US)	\$0.00	Third party fees may apply. To avoid a third party ATM fee, locate an Allpoint ATM: <a href="https://www.allpointnetwork.com/locator.aspx">https://www.allpointnetwork.com/locator.aspx</a>
ATM withdrawal (declined)	\$0.00	Third party fees may apply
Bank teller withdrawal	\$0.00	Third party fees may apply
Customer service (automated system)	\$0.00	
Customer service (live agent)	\$0.00	No charge to file a dispute or to report your card lost or stolen.
ATM balance inquiry	\$0.00	Third party fees may apply
ATM balance inquiry (int'l)	\$0.00	Third party fees may apply
ATM withdrawal (int'l)	\$0.00	Third party fees may apply. See Section 20, International Transactions.
ATM withdrawal (declined) (int'l)	\$0.00	Third party fees may apply. See Section 20, International Transactions.
POS PIN debit purchase (int'l)	\$0.00	Third party fees may apply. See Section 20, International Transactions.
POS signature purchase (int'l)	\$0.00	Third party fees may apply. See Section 20, International Transactions.
POS PIN purchase (declined) (int'l)	\$0.00	Third party fees may apply. See Section 20, International Transactions.
POS SIG purchase (declined) (int'l)	\$0.00	Third party fees may apply. See Section 20, International Transactions.
Inactivity	\$0.00	
Close card	\$0.00	
Replace card	\$0.00	

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Metropolitan Commercial Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Metropolitan Commercial Bank fails, if specific deposit insurance requirements are met and your card is registered. See [fdic.gov/deposit/deposits/prepaid.html](http://fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact **JPay Progress Prepaid Mastercard** by calling **866-777-5729**, by mail at **Praxell, Inc., Cardholder Services, P.O. Box 315, New York, NY 10018**, or visit [go.cardportal.us](http://go.cardportal.us).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid). If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 855-411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).