Standard Short Form

Monthly Fee	Per Purchase	ATM withdrawal	Cash Reload
$0	**$0**	**N/A** **N/A**	**$0**

ATM balance inquiry (in-network or out-of-network)	N/A
Customer service (automated or live agent)	$0
Inactivity (after 12 months with no transactions)	$0

We charge no other types of fees.
No overdraft/credit feature.
Not FDIC insured

For general information about prepaid accounts, visit *cfpb.gov/prepaid*.
Find details and conditions for all fees and services inside the package or call 833-690-0182 or visit goldkidney.alivi.com.

Alivi Gold Kidney Visa® Prepaid Card is issued by Avidia Bank, pursuant to a license from Visa U.S.A. Inc. Card is serviced by Fidelity Information Services, LLC (FIS).

List of all fees (“Long Form”) for Alivi Gold Kidney Benefits Visa® Prepaid Card

All fees	Amount	Details
Get Started		
Card Purchase	$0	There is no fee to obtain the Card.
Monthly Usage		
Monthly Fee	$0	There is no monthly fee to use the Card.
Add money		
Direct Deposit Cash reload	N/A N/A	Direct Deposit is not allowed. Cash reloads are not permitted.
Spend Money		
Per Purchase Bill Payment (regular delivery) Bill Payment (expedited delivery)	$0 N/A N/A	There is no fee to make a purchase using the Card. Bill Pay is not allowed on the Card. Bill Pay is not allowed on the Card.
Get Cash		
ATM withdrawal (in-network) ATM withdrawal (out-of-network)	N/A N/A	ATM withdrawals are not allowed with this Card. ATM withdrawals are not allowed with this Card.
Information		
Customer service (automated)	$0	No fee for calling our automated customer service line, including for balance inquiries.
Customer service (live agent)	$0	No fee for speaking with a live agent to obtain customer service.
ATM balance inquiry (in-network)	N/A	ATM use not allowed with the Card.
ATM balance (out-of-network)	N/A	ATM use not allowed with the Card.
Using your Card outside of the U.S.		
International Transaction International ATM withdrawal International ATM balance inquiry	N/A N/A N/A	International Use is not allowed with the Card. International ATM use is not allowed with the Card. International ATM use is not allowed with the Card.
Third Party Fees	$0	We do not charge this fee. This fee is charged by an unaffiliated third party and may be subject to change without notice.
Other		
Inactivity	$0	We do not charge a fee for inactivity on the Card.

The funds are not eligible for FDIC insurance.
No overdraft/credit feature.
Contact Customer Service by calling (833) 690-0182, by mail at P.O Box 7244, Sioux Falls, SD 57117-7244, or visit www.goldkidney.alivi.com.
For general information about prepaid accounts, visit 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.

Alivi Gold Kidney Benefits Visa® Prepaid Card Cardholder Agreement

Customer Service Contact Information

Address: **P.O. Box 7244, Sioux Falls, SD 57117-7244**
Website: **www.goldkidney.alivi.com**
Phone Number: **(833) 690-0182**

IMPORTANT NOTICES

(1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ("ARBITRATION CLAUSE" SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
(2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON THE CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE CARD BALANCE.
(3) IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE CARD. SAVE YOUR RECEIPT AND CANCEL THE CARD BY CALLING CUSTOMER SERVICE.
(4) BY ACCEPTING, SIGNING OR USING THIS CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.
(5) BY USING THIS CARD, YOU ARE ALSO AGREE TO AVIDIA BANK PRIVACY POLICY (ATTACHED).

This Cardholder Agreement ("**Agreement**") sets forth the terms and conditions under which the Alivi Gold Kidney Benefits Visa Prepaid Card ("Card") has been issued to you by Avidia Bank. "**You**" and "**your**" means the person or persons who have received and are authorized to use the Card as provided for in this Agreement. "**We**," "**us**," and "**our**" mean collectively, Avidia Bank, a state-chartered bank, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our Program Manager. "**Program Manager**" refers to Fidelity Information Services, LLC ("FIS"), who performs certain services related to your Card on our behalf. "**Corporate Sponsor**" means the company who has directly or indirectly established this Card for the purpose of disbursing funds to you. The funds that are disbursed to the Card remain an asset of the Corporate Sponsor until such time as you spend the funds. The Card is nontransferable, and it may be canceled at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference. Your full fee schedule, otherwise known as the "**Long Form**" is attached to and considered part of this Agreement.

ABOUT YOUR CARD

Your Card is a prepaid card, which allows you to access funds loaded to your Card account by the Corporate Sponsor. You should treat your Card with the same care as you would treat cash. We encourage you to sign your Card when you receive it. This Card is intended for personal, family, or household use and not intended for business purposes. Your Card account includes multiple subaccounts (each, a "**Purse**"). Each Purse contains benefits loaded to your Card by the Corporate Sponsor. Benefits may be disbursed or removed by the Corporate Sponsor subject to your benefit plan enrollment eligibility requirements. Benefit plan requirements and terms are not part of this Agreement. Contact your Corporate Sponsor for details about your benefit plan by calling 888-991-0040 or go to www.goldkidney.alivi.com.

Your Card account does not constitute a checking or savings account and is not connected in any way to any other account you may have. This Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. You will not receive any interest on the funds in your Card account. We may close your Card or refuse to process any transaction that we reasonably believe may violate the terms of this Agreement or represents illegal or fraudulent activity. You are responsible for notifying us immediately upon any change to your address, phone number, or email address. If your address changes to a non-U.S. address, we may cancel your Card and return funds to the Corporate Sponsor in accordance with this Agreement.

Verifying Your Identity. To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens a Card.

What this means for you: When you request a Card, we may ask for, or the Corporate Sponsor may provide us with your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other documents at any time. You may be limited in use and features until you have been successfully verified.

Eligibility and Activation: To be eligible to use and activate the Card, you represent and warrant to use that: (i) you are at least 18 years of age; (ii) the personal information provided to us is true, correct, and complete; (iii) you have read this Agreement and agree to be bound by and comply with its terms.

Error Resolution and Your Liability for Unauthorized Transactions. In case of errors or questions about your Card account telephone us or write us using the Customer Service Contact Information found at the beginning of this Agreement as soon as you can, if you think an error has occurred in your Card account. We must allow you to report an error until 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 or writing us using the Customer Service Contact Information found at the beginning of this Agreement. You will need to tell us:

1. Your name and [Card account] number; and

2. Why you believe there is an error, and the dollar amount involved; and

3. Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, and your Card account is registered with us, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Card account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Card accounts, we may take up to 20 business days to credit your Card account for the amount you think is in error. We will tell you 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. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at the telephone number shown above.

Your Card may have some additional protections against unauthorized use:

Visa Zero Liability policy covers U.S.-issued Visa-branded cards only and does not apply to ATM transactions, PIN transactions not processed by Visa, certain commercial card transactions, or unregistered cards. You must notify us promptly of any unauthorized use. For additional details visit www.visa.com/security.

Business Days. For purposes of this Agreement, our business days are Monday through Friday, excluding U.S. federal holidays. Customer Service hours may differ.

USING YOUR CARD

Accessing Funds. You have arranged to have funds transferred directly to your Card from the Corporate Sponsor through electronic transfer instructed loads. This is the only load method for your Card account. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and applicable fees. If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or telephone purchase), the legal effect will be the same as if you used the Card itself. You may use your Card to purchase or lease approved goods or services at approved merchants wherever your Card is honored as long as you do not exceed the value available in your Card account or the applicable Purse. A list of approved products and participating merchant locations may be found at www.goldkidney.alivi.com.

Activating your Card. You may activate your Card by calling Customer Service at (833) 690-0182 (TTY: 711) or logging into your cardholder servicing website at www.goldkidney.alivi.com.

You CANNOT use your Card to: (i) exchange your Card for its cash value; (ii) perform any illegal transactions; (iii) use the bank routing and account number to make a debit transaction with any item processed as a check (these debits will be declined, and your payment will not be processed); or (iv) make business related transactions. In addition, YOU ARE NOT PERMITTED TO EXCEED THE AVAILABLE AMOUNT IN YOUR CARD ACCOUNT THROUGH AN INDIVIDUAL TRANSACTION OR A SERIES OF TRANSACTIONS. Nevertheless, if a transaction exceeds the balance of the funds available in your Card account, you will remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance.

Split Transactions. If you do not have enough funds available in your Card account or applicable Purse, you may be able to instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called “split transactions.” Some merchants do not allow cardholders to split transactions or will only allow you to do a split transaction if you pay the remaining amount in cash.

Limits. You may spend up to the available balance on your Card or applicable Purse each day, subject to your benefit plan enrollment eligibility. You may make purchases with your Card using signature based or PINless requests. There is no limit to the number of purchases you may make each day, subject to your available balance on your Card or applicable Purse. You may not make transfers to or from your Card. You may not obtain cash from your Card.

There are limits on the products you may purchase and the merchants you may purchase approved products from. These limitations are part of your benefit plan program and will vary by the type of benefit you receive and your Corporate Sponsor. To see rules associated with your benefit plan program, including a list of approved products, merchants, and locations where you may purchase those approved products, please go to www.goldkidney.alivi.com.

CONFIDENTIALITY. We may disclose information to third parties about your Card account or the transactions you make:

(1) Where it is necessary for completing transactions;
(2) In order to verify the existence and condition of your Card account for a third party, such as merchant;
(3) In order to comply with government agency or court orders, or other legal reporting requirements;
(4) If you give us your written permission;
(5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
(6) As otherwise necessary to fulfill our obligations under this Agreement.

DOCUMENTATION

Receipts. You may be able to get a receipt at the time you transfer from your account using a point-of-sale terminal. You may need a receipt in order to verify a transaction with us or the merchant.

Account History and Balance. You may obtain information about the amount of value you have remaining in your prepaid account by calling Customer Service at (833) 690-0182. This information, along with a 12-month history of account transactions, is also available online at www.goldkidney.alivi.com. You also have the right to obtain at least 24 months of written history of account transactions by calling or writing Customer Service. You will not be charged a fee for this information.

TRANSACTIONS AND PREAUTHORIZED TRANSFERS

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your Card account, you can stop any of these payments. Call or write to Customer Service with the contact information located at the beginning of this Agreement in time for us to receive your request at least three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Notice of varying amounts. If these regular payments vary in amount, the person you are paying should tell you, at least 10 days before each payment, when it will be made and how much it will be.

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments at least three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Our liability for failure to complete transactions. If we do not complete a transaction to or from your Card account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and damages proximately caused by us. However, there are some exceptions. Where applicable, we will not be liable, for instance:

(1) If, through no fault of ours, you do not have enough funds available in your Card account or applicable Purse to complete the transaction;
(2) If a merchant refuses to accept your Card;
(3) If an electronic terminal where you are making a transaction does not operate properly and you knew about the problem when you initiated the transaction;
(4) If access to your Card has been blocked after you reported your Card or PIN lost or stolen;
(5) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
(6) If we have reason to believe the requested transaction is unauthorized;
(7) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
(8) For any other exception stated in our Agreement with you.

Authorization Holds. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

ADDITIONAL TERMS OF THE AGREEMENT

Personal Identification Number ("PIN"). You will not receive a PIN for your Card. When checking out, swipe your card for payment and select Credit. Debit transactions will be declined.

Returns and Refunds. If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction, and the refund may not be available for a number of days after the refund transaction occurs. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

Card Replacement and Expiration. If you need to replace your Card for any reason, please contact Customer Service. There is no fee to request a replacement card. Please note that your card has a "Valid Thru" date on the front of the Card. You may not use the Card after the "Valid Thru" date on the front of your Card. The available funds on your Card or applicable Purse will expire based on your benefits program eligibility rules. Any expired funds will be returned to the Corporate Sponsor and are not owned by you.

Authorized Users. If you allow another person to use the Card, you will be responsible under this Agreement for all transactions made by that person, regardless of whether you intended to be responsible for all of them, as well as all associated fees and charges, even if any of those transactions, fees or charges caused your balance to go negative.

Communications. You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you with any contact information you provide to us, including cellular and wireless phone numbers, landline numbers, and email addresses. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

English Language Controls. Translations of this Agreement that may have been provided are for your convenience and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations here in are subject to definitions and interpretations in the English language.

Account Closure. You may close your Card at any time by contacting Customer Service. Your request for Card closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. We reserve the right to close your Card account should you complete or attempt to complete any of the prohibited actions in this Agreement. Funds on your Card will be returned to the Corporate Sponsor upon Card closure.

Assignability. You may not assign or transfer your Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card account. If we assign our rights, you will get a notification from us.

Legal Process. Regardless of where or how we are served, we will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant we believe to be valid relating to you or your Card. You agree that we will honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Card account records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will enforce a right of security interest against any of your Card accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. We may deduct such expenses from your Card account or any other account you may have with us without prior notice to you, or we may bill you direct for such expenses and fees. You agree to release and indemnify, defend, and hold us harmless from all actions, claims, liabilities, losses, costs, and damages including, without limitation, attorney's fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds in a Card account, we may remove the funds from the account and maintain them separately.

Other Terms. You will be notified of any change to this Agreement in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is 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 will not be affected. This Agreement will be governed by the law of the State of Massachusetts except to the extent governed by federal law. Should your Card have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to appropriate state agency.

JURY TRAIL WAIVER. YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWLINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER WILL NOT AFFECT OR BE INTERPRETATED AS MODIFYING IN ANY FASHION THE ARBITRATION CLAUSE SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL WAIVER.

Arbitration Clause. We have put this Arbitration Clause in question-and-answer form to make it easier to follow. However, this Arbitration Clause is part of this Agreement and is legal binding. For purposes of this section, our "**Notice Address**" is Avidia Bank, 42 Main Street, PO Box 190, Hudson MA 01749.

Background and Scope		
Question	**Short Answer**	**Further Detail**
What is arbitration?	An alternative to court.	In arbitration, a neutral third-party arbitrator ("Arbitrator") solves disputes in an informal hearing on an individual basis.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Arbitration Clause?	Yes, within 60 days	If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you establish the account. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address, and Card/Account number. State that you "opt out" of the Arbitration Clause. Opting out will not affect the other provisions of this Agreement.
What is this Arbitration Clause about?	The parties' agreement to arbitrate disputes.	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate individually or require individual arbitration of any "Dispute" as defined below.
Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us. It also covers certain "Related Parties"; (1) our parents, subsidiaries, affiliates, and their successors and permitted assigned; (2) our employees, directors, officers, shareholders, members, and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	This Arbitration Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your [Card, account, application, etc.] or this Agreement or the relationships between you and us and/or "Related Parties" resulting therefrom, including but not limited to, initial claims, counterclaims, cross-claims, third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud or other intentional wrongs) and equity. It includes claims that seek relief of any type, including damages, and/or injunctive, declaratory, or other equitable relief. It includes claims related to the validity in general of this Agreement. **However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.**
Who handles the Arbitration?	Usually, AAA or JAMS	Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. The arbitration administrator will be either: • The American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, New York, NY 10271, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com • Any other company picked by agreement of the parties. If all the above options are unavailable, a court with jurisdiction will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The Arbitrator will be selected under the administrator's rules. However, the Arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. Also, any individual claim(s) by you or us in which the amount in controversy (exclusive of attorneys' fees and costs if applicable law so provides) is properly within the jurisdiction of a small-claims court may be removed to small-claims court at the election of the opposing party by providing notice within 21 days of receiving the arbitration demand from the other party; however, if that action is transferred, removed or appealed to a different court, a party may elect arbitration. Even if all parties have opted to litigate a Dispute in court, you or we may

		elect arbitration with respect to any Dispute made by a new party or any Dispute later asserted by a party in that lawsuit or in any related or unrelated lawsuit (including a Dispute initially asserted on an individual basis but modified to be asserted on a class, representative, or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Clause.
Are you and we giving up any rights?	Yes	For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to: 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity in court or in arbitration. 4. Join a Dispute that you, we, or Related Parties have with a dispute that others have. 5. Bring or be a class member in a class action in court or in a class arbitration. The Arbitrator shall have no authority to conduct any arbitration inconsistent with this section or to issue any relief that applies to any person or entity except you or us or Related Parties individually.
Can you or another consumer start a class arbitration?	No	**The Arbitrator is not allowed to handle any Dispute on a class or representative basis**. All Disputes subject to this Arbitration Clause must be decided in an individual arbitration or an individual small-claims action. You may not pursue any type of collective action or class action against us in arbitration.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and the Card/Account involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. The Arbitrator is authorized to award all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory, and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive, and other equitable relief, and attorneys' fees and costs. In the event of any conflict or inconsistency between this Arbitration Clause and the administrator's rules or the Agreement, this Arbitration Clause will govern.
Will anything I do make this Arbitration Clause ineffective?	No	This Arbitration Clause stays in force even if: (1) you or we end this Agreement; (2) we transfer or assign our rights under this Agreement, or (3) a party files for bankruptcy (if bankruptcy law permits).
Process		
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide your [Card number, identification, etc.] and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers, such as a motion to compel arbitration. Once an arbitration demand is made, no lawsuit can be brought, and any existing lawsuit must stop unless a court rules otherwise.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person

		arbitration hearing must be held at a place reasonably convenient to you
What about appeals?	Very limited.	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award.
Arbitration Fees and Awards		
Who bears arbitration fees?	Usually, we do	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees, and ask us to pay. We will always pay amounts required under applicable law or the administrator's rules.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts, and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorney's fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator within 14 days of the ruling. The Arbitrator will determine whether to grant such request.
What happens if a part of this Arbitration Clause cannot be enforced?	It depends	If any portion of this Arbitration Clause cannot be enforced, the rest of the Arbitration Clause will continue to apply, except in two instances. First, if a court rules that the Arbitrator can decide a Dispute on a class basis and that ruling is not reversed on appeal, then this entire Arbitration Clause (except for this sentence) will be void. Second, if a claim is brought seeking public injunctive relief and a court determines that the restrictions in this Arbitration Clause 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), then 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 public injunctive relief be arbitrated.

Alivi Gold Kidney Benefits Visa Prepaid Card is issued by Avidia Bank pursuant to license by Visa U.S.A Inc.