INFORMATION ABOUT CARD USAGE

This Agreement contains an authorization to the Program Administrator to transmit any information required by us to establish the account to us and deposit your funds into your account. You or the funds from a third party funding source, such as a government agency ("Program Administrator") via the Card; (b) your acknowledgement that you were (collectively, "KeyBank"). "Program Administrator" means the organization providing the actual dollar value, "the funds" to your Card.

The following definitions apply when used in this Agreement:

- Authorization Hold: refers to the funds transferred in connection with any transaction described below. Your Card is a prepaid card, and does not constitute a gift card and is not intended for gifting purposes. The monetary value accessible is delivered. Because your name will not appear on the instant issue or temporary Card, some merchants may be unwilling to accept the instant issue.

- PIN: personal identification number.

- POS: point of sale.

- Terminal: any POS terminal used to remove money from your Card or conduct transactions on your Card.

- ATM: automated teller machine, any ATM operated by KeyBank.

We are not liable for funding delays that are the result of late receipt of funds or instructions from the Program Administrator. If you have a dispute

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the Program Administrator has no rights to any funds on your Card, except as otherwise provided by law or the rules of the network used to make the

You agree to pay all applicable fees and charges disclosed in the Fee Schedule included with your Card or otherwise disclosed in this Agreement, 

American Express. We will impose the international fees set out in the Fee Schedule for any Card transaction (including reversals) made in a county other than the United

DEPOSITS TO YOUR ACCOUNT AND FEES APPLICABLE

Customer Service.

if you notify us of your decision to terminate the Secondary Card, we may elect to terminate all of your Cards and issue you a replacement Card (fees may

The Secondary Cardholder may report the Secondary Card as lost or stolen; however, all other account maintenance may only be performed by the

If you have a dispute

The following conditions apply:

- If your amount of available funds is less than the preauthorization amount. Such a preauthorization request may result in a "hold" on your available funds

If we do not receive the necessary transfer data from a third party, or if such data is incomplete or erroneous when received by us;

- Your responsibility for transactions on the Card does not depend on whether or not you sign the card.

Some transactions and services described in this Agreement may not be available at all Terminals or on all electronic funds transfer

in the amount the merchant submits for preauthorization ("Authorization Hold"), even if the amount of your actual transaction exceeds the Authorization

You may be liable for unauthorized transactions even if you report the loss or theft promptly.

You may be charged a fee for a balance inquiry even if you do not complete a fund transfer. You

You agree that, to the extent possible under law, we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction

- If you notify us of your decision to terminate the Secondary Card, we may elect to terminate all of your Cards and issue you a replacement Card (fees may

Due to equipment limitations or other factors, we may not be able to authorize or process large or unusual transactions, or those involving credit reporting agencies. Any credit reporting agency may be authorized to report any inaccuracies or errors to the creditors. If you believe we have committed a violation of your rights, you should immediately inform us of any transaction that may have been the result of such a violation.

We will provide you with an explanation of the action taken and the reasons for the decision. We will not provide you with time impose limits or restrictions on the number and dollar amount or types of transactions that you can make using your Card and/or PIN. Current limits

some merchants, processing agencies, or any other third parties not under our control, except as may be required under applicable law. During the period of

If any failure on our part was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid such error, except for actual

defective or damaged Card or unauthorized transactions, you authorized to debit your account for the necessary amount. If funds are not available in

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We will provide you with an explanation of the action taken and the reasons for the decision. We will not provide you with
Unauthorized Transactions.

Disclosure of Information to Third Parties.

We may assess a fee against your account if we are served with Legal Process affecting your account, and you agree that, if allowed by applicable law, in our judgment and discretion, without regard to the ownership or original source of the funds in the account and without requirement that the Legal Process be served in connection with a Transaction on your account.

WHATSOEVER INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER.

Your account and your obligations under this Agreement may not be assigned. We may transfer our rights or delegate our responsibilities to another entity or a representative of the service provider who provides services to us or to which we may provide a link. Your use of any third party service, including any third party website, is at your own risk.

ARBITRATION OF DISPUTES

A. This Agreement will be governed by the laws of the State of Colorado. You agree that all Claims arising out of or related to this Agreement or the User Agreement shall be resolved exclusively through binding arbitration, in accordance with the rules and procedures of the American Arbitration Association or J.A.M.S/Endispute in effect at the time the Claim is filed (the "Arbitration Rules"). You may select one of these organizations to arbitrate your Claim.

B. Any Claims you file must be brought individually and not as part of a class action or private attorney general action. Arbitration proceedings shall operate on an individual basis rather than a class-wide or representative basis. You agree that there shall be no authority for any Claims to be arbitrated on a class action or private attorney general basis. Furthermore, arbitration can only decide the rights and obligations of the parties to this Agreement, and no claims of any third parties (such as those of your neighbors, roommates or roommates) can be joined or arbitrated with your Claims.

C. Any Claim brought against us or us brought against you must be arbitrated on an individual basis. You agree that any set of this Agreement that would be unenforceable under this Agreement is void as to that Claim. You agree not to seek or pursue a class action or private attorney general action. If you do pursue a class action or private attorney general action, the court or arbitrator granting relief will not multiply the amount of the recovery as a result of the class action proceeding.

D. If this Agreement is chosen by any party with respect to a Claim, neither you nor we will have the right to litigate that Claim in court, including without limitation the right to a jury trial. This Agreement constitutes a signed written arbitration agreement for purposes of 9 U.S.C. §1601 et seq.

E. This Agreement will be governed by the laws of the State of Colorado. A determination that any part of this Agreement is unenforceable under this Agreement is void as to that Claim. You agree that any set of this Agreement that would be unenforceable under this Agreement is void as to that Claim.


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