

## ZING MONEY VIRTUAL ACCOUNTHOLDER AGREEMENT – IMPORTANT – PLEASE READ CAREFULLY

*Current as of April 30, 2018*

**BY REGISTERING FOR THE ZING MONEY SERVICE, YOU WILL HAVE THE OPTION TO LINK YOUR BANK ACCOUNT AND/OR YOUR VISA® AND MASTERCARD® CREDIT AND DEBIT CARDS TO THE ZING MONEY PLATFORM\*. YOUR REGISTRATION AUTHORIZES ZING MONEY TO SET UP A VIRTUAL ACCOUNT ON YOUR BEHALF. THIS ACCOUNT HOLDS THE FUNDS YOU LOAD FROM YOUR LINKED BANK ACCOUNT AND/OR CREDIT AND DEBIT CARDS. THE VIRTUAL ACCOUNT ALSO ENABLES YOU TO PARTICIPATE IN OTHER FINANCIAL FEATURES OF ZING MONEY SUCH AS MAKING PURCHASES AND TRANSFERRING FUNDS TO A BANK ACCOUNT. FUNDS IN YOUR VIRTUAL ZING MONEY ACCOUNT ARE HELD BY ZING MONEY'S SPONSOR BANK, CENTRAL NATIONAL BANK AND TRUST OF ENID, OKLAHOMA, AND ARE FDIC INSURED.**

**1. Terms and Conditions.** This Accountholder Agreement ("Agreement") governs the use of your Zing Money Virtual Account ("Account"). This agreement does *not* cover the use of your linked credit or debit cards, which is governed by the terms of your cardholder agreement from each issuing institution.

Please read this Accountholder Agreement carefully and keep it for your records. By submitting an application to open and by using your Account ("Account") you have agreed to be bound by the terms and conditions of this Agreement. This agreement outlines the terms and conditions that govern your use of the Account that has been issued to you and supersedes any terms and conditions that you may have received earlier. This agreement may change from time to time; please visit the Zing Money mobile application to view the most recent version. Zing Money offers the Account program to consumers and is an Independent Sales Organization ("ISO") pursuant to an agreement with Central National Bank.

This Accountholder Agreement, including all attachments, sets forth the entire agreement and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Accountholder Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Accountholder Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Accountholder Agreement, any rights or remedies under or by reason of this Accountholder Agreement. You may not assign your Account or assign your rights and obligations under this Agreement. Use of your Account is subject to all the rules and regulations of any clearing house or association involved in the transactions. We do not waive our rights by delaying or failing to exercise the remedies under or by reason of this Accountholder Agreement. If any of the provisions of this Agreement are determined to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement will be governed by the law of the state of Oklahoma except to the extent governed by federal law and any action or proceeding arising from this Agreement or the Account shall be brought and maintained only in a state or federal court in the State of Oklahoma, County of Garfield. In the event your Account is cancelled, closed or terminated you may request the unused balance to be returned to you via a check to the mailing address we have on record, THE ACCOUNT IS AND REMAINS THE PROPERTY OF THE ISSUER, IS NON-TRANSFERABLE AND, SUBJECT TO APPLICABLE LAW, MAY BE CANCELLED, REPOSSESSED OR REVOKED AT ANY TIME WITHOUT PRIOR NOTICE.

The value available in the Account is limited to the funds that you have added through Zing Money value loads. The Account will remain the property of the Issuer and must be closed upon demand. 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.

### **PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.**

YOU WILL NOT RECEIVE INTEREST ON THE FUNDS LOADED ONTO THE ACCOUNT. THERE IS NO INDIVIDUAL DEPOSIT ACCOUNT ASSOCIATED WITH YOUR ACCOUNT. YOU DO NOT HAVE OVERDRAFT PROTECTION FOR YOUR ACCOUNT.

**2. Representations and Warranties.** By opening your Account you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older) or (ii) you are a U.S. citizen or legal alien residing in the United States or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the your 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; and (vi) you accept your Account.

\*Not all types of payment cards are eligible for this Program. Please read the Zing Money Legal Disclosures for details. This document is found on our mobile application.

**3. Definitions.** (1) Our “**Business Days**” are Monday through Friday excluding Federal holidays, even if we are open. Any reference to “days” found in this Agreement is calendar days unless indicated otherwise. (3) “**Account**” means the records we maintain to account for funds that are available to you. (4) “**You**” and “**your**” mean the person who is authorized to use the Account as provided by this Agreement. (5) “**We**”, “**us**”, “**our**” and the “**Issuer**” mean Central National Bank, an FDIC insured member institution. (6) The “**Servicer**” means Zing Money, its successors and assignees, who is a party to this Agreement with you and provides customer service to cardholders.

**4. IMPORTANT INFORMATION ABOUT THE USA PATRIOT ACT.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

**What this means for you:** When you open an Account, you will be asked for your name, street address, date of birth, a government ID that includes a photo, and any other information that will allow your identity to be reasonably verified.

**5. Using the Account Features.** Funds you load to your Zing Money account may be used to make purchases or transfer to a bank account.

**6. Contact in event of unauthorized transfer.** If you believe someone has transferred or may transfer money from your account without your permission, telephone us at 844-954-9273.

**7. Limitations on Use and Authorized Account Users.** Only the person identified on the Account and/or has agreed to the terms and conditions may use it. **Please see the Fee Schedule and Transaction Limitations table.**

You are responsible for all authorized transactions initiated and fees incurred by use of your Account. If you permit another person to have access to your Account, the Servicer will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Account according to the terms and conditions of this Agreement.

If we suspect a transaction performed on your account to be fraudulent, for your protection and ours we may place a hold on your account, prohibiting further use until we complete an investigation of the incident. Should you ever find that your account is not working, please contact Member Services immediately at 844-954-9273.

**8. No Warranty Regarding Uninterrupted Use.** From time to time, the Account service may be inoperative, and when this happens, you may be unable to use your Account or obtain information about your balance. Please notify the Servicer if you have any problems using your Account. You agree that neither the Issuer nor the Servicer is responsible for any interruption of service.

**9. Periodic Statements.** You are responsible for keeping track of your Account available balance. Merchants generally will not be able to determine your available balance. It’s important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Account by contacting Member Services. This information, along with a sixty (60) day history of Account transactions, is also available online on the Zing Money mobile application. You also have a right to obtain a sixty (60) day written history of your Account transactions by contacting Zing Money Member Services. You will not automatically receive paper statements. Periodic statements are provided on the Zing Money mobile application. The statement contains certain information concerning the transactions conducted with your Account, including the amounts of the transactions, the beginning and closing balances, and addresses and telephone number for inquiries.

**10. DISCLAIMER OF LIABILITY.** THERE IS NO WARRANTY, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, AGAINST INFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT WE ARE FOUND LIABLE TO YOU, YOU WILL BE ENTITLED TO RECOVER ONLY YOUR ACTUAL DAMAGES AND WE SHALL NOT BE LIABLE TO YOU FOR AND YOU ARE NOT ENTITLED TO RECOVER FROM US ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOST PROFITS) OR SPECIAL DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER WE MAY HAVE BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGE. UNDER NO CIRCUMSTANCES SHALL OUR TOTAL LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS ACCOUNTHOLDER AGREEMENT EXCEED FIVE HUNDRED DOLLARS (\$500.00) REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE. You understand the limitation of our liability as set forth in this paragraph to be a reasonable allocation of risk and expressly consent to such allocation of risk. Neither party may assert any claim against the other party under or arising from this Agreement that accrued more than two years prior to the filing of the action or proceeding alleging such claim. Each party shall be a duty to mitigate damage for which the other party may become responsible.

**11. Error Resolution.** ZING MONEY LLC, AS THE SERVICER IS RESPONSIBLE FOR RESOLVING ANY ERRORS IN TRANSACTIONS MADE WITH YOUR CARD AND ALL QUESTIONS ABOUT THESE TRANSACTIONS SHOULD BE DIRECTED TO MEMBER SERVICES RATHER THAN TO THE ISSUER OF THE CARD.

In Case of Errors or Questions about your Zing Money Account contact Member Services at 844-954-9273 or write to Zing Money Member Services, PO Box 2155, Sioux Falls, SD 57101, as soon as you can if you believe that your Zing Money statement has an error or if you need more information about a transaction listed on the statement or online Zing Money transaction history. You will need to tell Member Services:

- (1) Your name and Account number (if any)
- (2) Why you believe there is an error
- (3) The dollar amount involved
- (4) Approximately when the error took place

Zing Money Member Services must hear from you no later than sixty (60) days after the statement was made available to you. If you provided this information orally, you may be required to send us your complaint or question in writing within ten (10) business days.

Zing Money Member Services will determine whether an error occurred within ten (10) business days after hearing from you and will correct any error promptly. If more time is needed, however, it may take up to forty-five (45) days to investigate your complaint or question. If the extra time is necessary, your Account will be credited within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete the investigation. This type of credit is referred to as a "provisional" (or temporary) credit. If it is determined there was no error, the credit will be reversed.

You will be told the results within three (3) Business Days after completing the investigation. If it is determined there was no error, you will be sent a written explanation and your Zing Money account may be debited for any provisional credit.

**12. Customer Account Contact Changes.** You agree to provide true, accurate and complete e-mail address, contact, and other information related to this Disclosure and Zing Money Account and to maintain and update promptly any changes in this information. You can update information by contacting Member Services at 844-954-9273. You may be required to make this request in writing before a change is effective. You agree that any notice or communication sent by the Issuer or the Servicer to the email, physical address or telephone number noted in the official records shall be effective until updated information by you is provided.

**13. 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 version.

**14. Amendment and Cancellation.** We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided 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 may cancel or suspend your Account or this Agreement at any time. You may cancel this Agreement by contacting Member Services. 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 in our records. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

**15. Fraudulent or Criminal Activity.** If we or the Servicer identify any fraudulent, illegal or any other use of your Zing Money Account which is not permitted by this Agreement, to the extent permitted by law, we may, at our option and without waiving any of our rights, offset any direct loss up to the amount suffered by us as a result of such use from any balance in your Zing Money Account. We may refuse to process any transaction that we believe may violate the terms of this agreement.

**16. Telephone Monitoring/Recording.** From time to time calls to Member Services may be monitored or recorded to assure the quality of the customer service or as required by applicable law.

**17. Text Message Service.** You may be able to request certain messages to be sent to you (for example, account alerts) via SMS text message. To do so, you must first register for this service on the Zing Money mobile application as part of your registration. You can view the terms and conditions for this service on the Zing Money mobile application.

SMS text functionality will depend on your phone, your data package, and your plan. If you sign up for the text message service, you agree to pay (without reimbursement from us) any fees or charges you may incur for any text messages you receive from us. In addition, we will not be liable for any messages that you do not receive or have delay in receiving. For information about applicable Carrier charges, see **the Fee Schedule and Transaction Limits section**.

**18. Customer Service.** For customer service or additional information regarding your Account, please contact the Servicer:

**Contact Information**

Member Services Integrated Voice Response (IVR).....844-954-9273  
Member Services Email.....[support@zingmoney.com](mailto:support@zingmoney.com)  
Live Operator .....844-954-9273  
Fax.....605-271-0436  
Zing Money Mobile App.....Download the app from iTunes or Google Play

Servicer Mailing: .....Zing Money Member Services  
PO Box 2155  
Sioux Falls, SD 57101

For your security, please DO NOT send the following information via e-mail:

- Your 16 digit Account number
- Your Personally Identifiable Information – such as Social Security Number or Personal Identification Number (PIN)

**Hours of Operation**

Integrated Voice Response (IVR) Phone Platform..... 24 hours a day, 7 days a week  
Zing Money mobile app.....24 hours a day, 7 days a week  
Member Services Agents ..... 10 a.m. - 5 p.m. Pacific Time M-F; **closed** weekends  
Member Services Agents - National Holidays..... Closed

Hours of Operation are subject to change. Please visit [support.zingmoney.com](http://support.zingmoney.com) for the current hours.

**19. Privacy Policy.** We will disclose information to third parties about your account or the purchases and transfers you make: (i) Where it is necessary for completing transactions or (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant or (iii) In order to comply with government agency or court orders, or (iv) If you give us written permission. Our Privacy Policy document describes our policy for handling customers’ non public personal information. You may review the privacy policy on the Zing Money mobile application.

**20. Unclaimed Property.** If you do not access your Account for the period of escheatment in your state, your Account will be cancelled; we will use the most recent information we have to return the remaining value to you. However, for registered Accountholders if that information is unavailable or out of date and we cannot otherwise return the funds to you with certainty, the remaining value due may be subject to applicable state laws regarding escheat (or forfeiture) to the state government of unclaimed property.

**21. Legal Process - Liens, Attachments and Garnishments.** If we are served with a notice of lien, writ of attachment, execution, garnishment, tax withholding order, levy, subpoena, warrant, injunction, government agency request for information, forfeiture or other proceeding relating to you or your Account, we are authorized without notice to you (unless otherwise required by law) to pay such amount to the court or creditor in accordance with applicable state or federal law. We may accept and comply with legal process served in person, by mail, by facsimile transmission, or by other means or served at locations other than the location where the records are held. We may, but are not required to, send a notice to you of the legal process. We do not send a notice if the law prohibits us from doing so. We may hold and release funds to the Court or the creditor as directed by the legal process. If we hold or release funds, we may without any liability to you return checks and other items unpaid and refuse to permit withdrawals from your account. We may produce documents held at, or provide access to property that is located in our facility or any third party facility operated on our behalf, even if the facility is not designated as the place to be searched in the legal process. We have no liability to you if we accept and comply with legal process as provided in this section or by law.

**22. Death or Incompetence.** Until we receive a notice of death or incompetency, we may act with respect to any account or service of the account as if the owner or authorized signer is alive and competent. We will not be liable for any actions or inactions taken on that basis. When we receive a notice that the owner or authorized signer has died or is declared incompetent, we may place a hold on your account and refuse to accept deposits or permit withdrawals. We may hold funds in your account until we know the identity of the successor. If a deposit – including salary, pension, Social Security and Supplemental Security Income (SSI) – payable to the deceased owner or signer is credited to the account after the date the deceased owner died, we may debit the account for the deposits and return it to the payer.

**23. Powers of Attorney/Appointment and Payment to Agents.**

You may decide to appoint someone to act for you as your agent or attorney-in-fact (“agent”) under a power of attorney. Submission of a power of attorney form must be satisfactory to us in our discretion and unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney that you grant to others. If your state has a statutory power of attorney, we also generally accept that form. We may accept any form we believe was lawfully executed by you and act on instructions we receive under that form without any liability to you. You agree to reimburse us for all claims, costs, losses, and damages that we incur in accepting and acting on any power of attorney form that we believe you lawfully executed. We may pay funds deposited in your account to your agent or upon the order of your agent. When we accept a power of attorney, we may continue to recognize authority of your agent to act on your behalf without question until we receive written notice of revocation from you or notice of your death or incapacity and have had a reasonable time to act upon it. We will not be liable for action in accordance with the most current documentation if we have not received such a notice. In some cases, we may require that your agent confirm in an affidavit that the power of attorney has not been revoked or terminated or that you register the power with the appropriate recording authorities. We may restrict the type or sizes of transaction we permit your agent to conduct.

**24. Arbitration. Notice: this agreement requires all disputes be resolved by way of binding arbitration unless you opt-out as detailed in the arbitration section below. Read this arbitration provision. Unless you act promptly to reject the arbitration provision by opting out in accordance with paragraph b, captioned “opt-out process,” the arbitration provision will be part of this agreement and will have a substantial effect on your rights, including your right to bring or participate in a class action, in the event of a dispute.**

- a. **General:** This Arbitration Provision describes when and how a Claim (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment. A court rarely overturns an arbitrator’s decision. As solely used in this Arbitration Provision, the terms “we,” “us” and “our” mean not just Central National Bank & Trust Company but also our parent companies, subsidiaries, affiliates, successors, assigns and any of these entities’ employees, officers, directors and agents.
- b. **Opt-Out Process.** If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written opt out notice which contains your Account number, your name and address and a signed statement that you opt out of the Arbitration Provision of this Agreement. The opt out notice must be sent to us by mail at the address shown in Contact Information. (You should retain a copy of your opt-out notice and evidence of mailing or delivery.) An opt out notice is only effective if it is signed by you and if we receive it within thirty (30) days after the date you received this Agreement. Indicating your desire to opt-out of this Arbitration Provision in any manner other than as provided above is insufficient notice. Your decision to opt out of this Arbitration Provision will not have any other effect on this Agreement and will not affect any other arbitration agreement between you and us, which will remain in full force and effect. If you don’t reject this Arbitration Provision, it will be effective as of the date you received this Agreement.
- c. **What Claims Are Covered:** “Claim” means any claim, demand, dispute or controversy between you and us that in any way arises from or relates to your Account (whether past, present or future). For purposes of this Agreement, the term “Claim” shall have the broadest possible meaning. Despite the foregoing, “Claim” does not include any individual action brought by you in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court.
- d. **Starting or Electing to Require Arbitration:** Either you or we may start an arbitration of any Claim or require any Claim to be arbitrated. Arbitration is started by initiating an arbitration or required by giving written notice to the other party requiring arbitration. This notice may be given before or after a lawsuit has been started over the Claim and may address any Claims brought in the lawsuit, provided that a party may not pursue a Claim in a lawsuit and then seek to arbitrate that same Claim unless the other party has asserted another Claim in the lawsuit or an arbitration. The notice may be in the form of a motion or petition to compel arbitration. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration Administrator.
- e. **Choosing the Administrator:** “Administrator” means the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614, www.jamsadr.com, or any

other company selected by mutual agreement of the parties. If AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party asserting the Claim (the "Claimant") may select the Administrator. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that purports to override the Class Action Waiver.

- f. **Court and Jury Trials Prohibited; Other Limitations on Legal Rights:** IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR AND OUR ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
- g. **Prohibition Against Certain Proceedings:** IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT OR CLASS MEMBER; (2) NEITHER YOU NOR WE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION.
- h. **Location and Costs of Arbitration:** Any arbitration hearing that you attend in person must take place at a location reasonably convenient to you, as determined by the arbitrator. Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. If either you or we require a Claim to be arbitrated, you may tell us in writing that you cannot afford to pay the fees charged by the Administrator and/or the arbitrator or that you believe those fees are too high. If your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the Administrator and/or arbitrator. Also, we will pay these fees if applicable law requires us to, if you prevail in the arbitration or if we must bear such fees in order for this Arbitration Provision to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or arbitrator. We will bear the expense of our attorneys, experts and witnesses. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration. However, if you are the Claimant, we will pay your reasonable attorney, expert and witness fees and costs if you prevail or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. Also, we will bear any fees and costs if applicable law requires us to do so.
- i. **Governing Law:** This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
- j. **Rules of Interpretation:** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision also is binding upon and benefits us. This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement, any legal proceeding and any bankruptcy, to the extent consistent with applicable bankruptcy law. This Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of this Agreement, on the other hand, this Arbitration Provision shall govern.
- k. **Severability:** If any portion of this Arbitration Provision is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Arbitration Provision, this Agreement, or any other agreement entered into by you with us. However, notwithstanding any language in this Arbitration Provision or this Agreement to the contrary, the Class Action Waiver is not severable from the remainder of this Arbitration Provision and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Arbitration Provision.

Central National Bank is a member of the Federal Deposit Insurance Corporation ("FDIC") and all account holders' funds are insured by the FDIC in accordance with the FDIC's applicable terms and conditions.

Zing Money is a registered ISO of Central National Bank of Enid, OK and is the Servicer of the Account.

**Schedule of Fees**

Close Account with Paper Check Refund .....\$10.00  
Monthly Inactivity Fee - after 12 months of no activity .....\$2.00

**Limitations**

Max Account Balance.....\$10,000

|                                                     |          |
|-----------------------------------------------------|----------|
| Transfer From Account to Bank (Daily).....          | \$1,000  |
| Transfer From Account to Bank (Monthly).....        | \$5,000  |
| Transfer From Bank to Account (Daily).....          | \$1,000  |
| Transfer From Bank to Account (Monthly).....        | \$15,000 |
| Transfer From Linked Card to Account (Daily).....   | \$1,000  |
| Transfer From Linked Card to Account (Monthly)..... | \$15,000 |
| Purchases – Daily.....                              | \$3,000  |
| Purchases – Monthly.....                            | \$15,000 |