

PAYSAFE PREPAID MASTERCARD® CARDHOLDER AGREEMENT

This Agreement was last modified on February 25th, 2026

Terms and Conditions for the PAYSAFE PREPAID MASTERCARD® Program issued by CFSB, pursuant to a license from Mastercard® International (the “**Card**”). This Paysafe Prepaid Mastercard® Cardholder Agreement (as may be amended by CFSB in its sole discretion from time to time, this (“**Agreement**”) is between you and Community Federal Savings Bank (“**CFSB**” or the “**Bank**”). Your Paysafe Wallet Account is governed solely by the [Paysafe Wallet Account Terms of Use](#), between you and Skrill (the “**Paysafe Wallet Account Terms of Use**”). The Paysafe Wallet Account Terms of Use apply only to the Paysafe Wallet Account and do not form part of or modify this Agreement with CFSB. Nothing in this Agreement incorporates or creates obligations for CFSB with respect to the Paysafe Wallet Account..

Skrill USA, Inc. (“**Skrill**”), a wholly owned subsidiary within the Paysafe group of companies, is CFSB’s program servicer solely responsible for managing and servicing the Card. In that capacity, Skrill is a third party service provider to us, and may act on our behalf, including but not limited to providing you with customer support, receiving payments due subject to this Agreement, and may perform certain of our obligations or enforce certain of our rights under this Agreement. If you have any questions or need help with this Agreement, your Card or Card Transactions, you may contact Paysafe Wallet Help Team at paysafewallet-support@paysafe.com or by calling **1-833-998-9123, between 9:00 a.m. ET and 7:00 p.m. ET, Monday to Friday.**

You must maintain an active Paysafe Wallet Account with Skrill in order to request or maintain a valid Card. The Card enables you to initiate transactions that instruct Skrill, as the Paysafe Wallet Account provider, to debit amounts from your Paysafe Wallet Account. CFSB does not establish or maintain the Paysafe Wallet Account or have a direct relationship to you. Your Paysafe Wallet Account is provided and maintained solely by Skrill, and the Bank is not responsible for Skrill’s wallet services or the balances recorded in the Paysafe Wallet Account. This Agreement is between you and CFSB and governs the use of the Card, Card Transactions and disputes or questions arising in connection therewith. By requesting, activating or using a virtual or physical Card, you also agree to the terms of this Agreement.

A physical Card must be successfully activated prior to its initial use. For details, see “**Activating Your Card**” below. For information about the fees associated with the use of this Card, please see “**Fees and Limits**” below.

You can always see the most current version of this Agreement from the menu when you log into your Paysafe Wallet Account. If you do not agree to the terms of this Agreement, you must not use the Card. You may cancel the Card by logging into your Paysafe Wallet Account and selecting the cancel card option, or by contacting the Paysafe Wallet Help Team at paysafewallet-support@paysafe.com or by calling **1-833-998-9123, between 9:00 a.m. ET and 7:00 p.m. ET, Monday to Friday.**

The terms of this Agreement do not govern the Paysafe Wallet Account itself, which is governed by the separate [Paysafe Wallet Account Terms of Use](#) you have with Skrill, and which can be accessed by logging into your Paysafe Wallet Account on the Paysafe Wallet Website. The Bank is not a party to the Paysafe Wallet Account Terms of Use and does not , establish, maintain, service or manage the Paysafe Wallet Account, and does not provide customer service or dispute resolution for the Paysafe Wallet Account. The Paysafe Wallet Account is provided to you by, and managed and maintained by Skrill separately from the third-party services they perform on our behalf under this Agreement. Skrill is solely responsible for establishing, maintaining and servicing the Paysafe Wallet Account, including wallet balances and customer support. Any

questions regarding the Paysafe Wallet Account should be directed to Skrill at Paysafe Wallet Help Team at paysafewallet-support@paysafe.com or by calling 1-833-998-9123, between 9:00 a.m. ET and 7:00 p.m. ET, Monday to Friday.

IMPORTANT - PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION (THE "ARBITRATION CLAUSE") THAT REQUIRES THAT ALL CLAIMS BE RESOLVED BY WAY OF BINDING ARBITRATION AND WAIVING A RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS, WHERE PERMITTED BY LAW. IF YOU DO NOT AGREE TO THE TERMS OF THE ARBITRATION CLAUSE, DO NOT APPLY FOR AND/OR USE THE CARD.

1. Glossary

"Access Information" means your username, password, challenge questions, your PIN, if applicable, and any other security or access information required to access or use your virtual or physical Card with your Paysafe Wallet Account.

"Applicable Law" means any law, rule or regulation of a federal, state, municipal or foreign or local government, or any rule or regulation of any clearing house or network involved in the transaction, which apply to the product and services provided to you under this Agreement.

"ATM" means an automated teller machine.

"Business Days" means Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

"Card" means your physical or virtual **Paysafe** Prepaid Mastercard® issued by CFSB solely for personal use that enables you to access the funds held in your Paysafe Wallet Account.

"Card Network" means Mastercard® (and/or its affiliates) and any other similar scheme.

"Card Number" means the unique 16-digit number embossed or printed on your physical Card or on your virtual Card, if applicable, used to identify your Card.

"Card Transaction(s)" means using your Card to access funds in your Paysafe Wallet Account, including paying for personal-purpose goods or services in person, online, or by phone and any other authorized transaction permitted under this Agreement.

"Card Transaction Fees" means the fees payable for use of the Card referenced in the **"Fees and Limits"** section below and accessible via the links provided therein.

"Cardholder" means you, the person authorized to use the Card. Only one Cardholder is permitted per Card.

"Issuer" means CFSB and our successors, affiliates or assignees.

"Paysafe Wallet Account" or **"Skrill Wallet Account"** means the digital wallet account you have established, and which is maintained for you by Skrill and through which you are able to access funds through use of your Card.

"Skrill" means Skrill USA, Inc., and its successors, assigns and affiliates.

“You” and “your” mean the person who has requested the Card and is authorized to use the Card as provided in this Agreement.

“We,” “us,” “our,” means Community Federal Savings Bank, its successors, assigns and, for purposes of the Arbitration clause, also includes Skrill and others identified in the Arbitration clause, as applicable.

2. Fees and Limits

Fees

You agree to pay the fees described in this Agreement and authorize Skrill, as the Paysafe Wallet provider, to debit your Paysafe Wallet Account on our behalf to satisfy Card Transaction Fees owed to us. Card Transaction Fees are set forth in the Short Form or Long Form Disclosures that may be accessed via the links provided immediately below or by logging into your Paysafe Wallet Account, and clicking on the link for “Fees”. If at any time your Paysafe Wallet Account balance is less than the Card Transaction Fees, your Card Transaction may be declined, and you agree that we may collect the remainder of the Card Transaction Fees from your Paysafe Wallet Account at your next deposit to such account.

List of All Fees for Paysafe Prepaid Mastercard® Card (the “Card Transaction Fees”)

The fees for the Card may be accessed directly from the Paysafe Wallet Account website at: <https://www.paysafe.com/us-en/paysafewallet/fees/>. A List of All Fees for the Card are provided in the Long Form Disclosure (“List of All Fees for Paysafe Prepaid Mastercard®”), which is incorporated into this Agreement and may be accessed via at the following link: <https://www.paysafe.com/us-en/paysafewallet/fees/long>.

Foreign Currency Conversion Rates and Fees

A foreign transaction is any transaction (a) made in a foreign currency, or (b) made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign transactions include, for example, online transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. If a transaction is made in a foreign currency, the transaction will be converted by the Card Network into a U.S. dollar amount in accordance with the Card Network’s operating regulations or conversion procedures in effect at the time the transaction is processed. The Card Network’s currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Card Transactions made at a merchant point of sale outside of the U.S. may offer you an option to have such transaction converted to U.S. dollars by the merchant, rather than by the Card Network. If the merchant makes the conversion, the conversion currency rate will be determined solely by the merchant involved in the transaction and may be at a higher cost to you than conversion by the Card Network. A foreign currency conversion rate may apply regardless of whether the transaction is converted by the Card Network or by the merchant, depending on how and where the transaction is processed.

In addition to and distinct from the currency conversion rate applied to a transaction by a Card Network or a merchant, we may charge you a foreign currency conversion fee on Card Transactions under this Agreement. The foreign currency conversion fee is separate from any currency conversion rate used to convert the transaction amount and is specified in the Long Form Disclosure - List of All Fees for Paysafe Prepaid Mastercard, accessed via the link above in this Section.

If a transaction is made in a foreign currency that is supported by the Card Network, the amount of such transaction, converted to U.S. dollars (“USD”) by the Card Network in accordance with its conversion procedures, plus any applicable fees, will be deducted from the balance of your Paysafe Wallet Account, which is subject to your Paysafe Wallet Account Terms of Use. We do not support balances in foreign currencies. If a transaction is made in a foreign currency, the Card

Network will convert the transaction amount to USD using a conversion rate determined by the Card Network in accordance with its operating procedures. The rate applied at the time the transaction is processed may differ from the rate in effect on the date of the transaction or the date the transaction is posted. This conversion rate is separate from any foreign currency conversion fees that may apply, as disclosed elsewhere in this Agreement. You acknowledge and agree that neither Bank nor Skrill provides foreign conversion services or controls the foreign currency conversion rates selected or applied by the Card Network or any merchant. We are responsible for disclosing foreign currency conversion fees under this Agreement but neither CFSB nor Skrill is responsible for conversion rates applied to your Card transaction by the Card Network or any merchant.

Limits

Each Card is subject to certain spending transaction limits. You can find more information about these transaction limitations at [Paysafe Prepaid Mastercard® Card Limits](#). We reserve the right to increase or decrease such limits at any time. From time to time, we may increase or decrease the limits or add additional limitations to use of the Card in our sole discretion without notice to you except as required by law, for security, risk or other reasons.

Changes to the spending limits of your Card that are necessary in order for us to comply with legal requirements are not considered to be changes to this Agreement and therefore do not require prior notice unless required by Applicable Law. You can always check the current spending limits for Cards connected to your Paysafe Wallet Account by logging into your Paysafe Wallet Account. You may not request any increase to Card limit(s).

3. Customer Support: Contact the Paysafe Wallet Help Team

Customer support for your Paysafe Prepaid Mastercard® is handled by Skrill as a service provider to CFSB. You may contact the Paysafe Wallet Help Team in the following ways:

By Telephone: 1-833-998-9123, between 9:00 a.m. ET and 7:00 p.m. ET, Monday to Friday.

By Email: paysafewallet-support@paysafe.com

Mobile App: Go to your Paysafe Wallet Account menu, select Help Center or go to [Paysafe Wallet Help Team](#). You may find your answer in the FAQs.

By Mail: 5335 Gate Parkway, 4th Floor, Jacksonville, FL 32256, attention: Customer Service

4. Important Information About Procedures to Obtain a Card

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 applies to obtain a Card.

What this means for you: When you request a Card, we or a third party may ask for 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. CFSB reserves the right to close, suspend, or limit access to your Card in the event we are unable to obtain or verify this information.

5. Address or Name Changes

For legal reasons, all information you provide during the signup process for a Card or any time thereafter must be complete, accurate and truthful. You are responsible for keeping your mailing address, email address, telephone number, and other contact information with us up-to-date. If you need to make changes to your profile after your Card has been issued, you can update your information by logging into your Paysafe Wallet Account or by contacting the [Paysafe Wallet Help Team](#).

6. Card Description

Your Card is a prepaid card and is not a debit card or credit card. Your Card is issued by CFSB under a license from Mastercard® International. The Card remains the property of CFSB. The Card can be used to access and spend money stored in your Paysafe Wallet Account. You can use your physical Card at any location that displays the Mastercard acceptance mark, including shops, restaurants, online or on the telephone. Your virtual Card can only be used where a physical card is not required, for example transactions made online or on the telephone. CFSB and Skrill reserve the right to cancel or suspend your Card at any time for any reason.

The Card is not a guarantee card, charge card or credit card. The Card will remain the property of CFSB and must be surrendered upon demand. The Card is non-transferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to Applicable Law. You acknowledge and agree that the value available to spend with your Card connected to your Paysafe Wallet Account is limited to the funds maintained in your Paysafe Wallet Account. Refer to your Paysafe Wallet Account Terms of Use for the terms and conditions governing your Paysafe Wallet Account.

7. Account Security

You, not CFSB (or Skrill), are responsible for maintaining adequate security and control of your Card, PIN, or any other details that you use to access your Card. If you know or suspect that your Card or Card Number has been lost, stolen or otherwise compromised, please log into your Paysafe Wallet Account and select “Report lost or stolen Card” or call 1-833-998-9123, which is the lost and stolen number on the back of the physical Card. Any undue delay may result in you being liable for any losses where your failure to notify us is intentional or grossly negligent. If you suspect that your Card or Card Number is being used by someone else, you should also contact the police and report the incident.

8. Activating Your Card

A virtual Card does not need to be activated. You must activate your physical Card before it can be used. In order to activate your physical Card, you will need to log in to your Paysafe Wallet Account, go to the “Prepaid Card” section, and then follow the onscreen instructions. When you receive your physical Card, please sign the back of it as soon as you receive it and keep it safe.

9. Personal Identification Number

When you activate your physical card, you will be required to select a Personal Identification Number (“**PIN**”) for your physical Card, as a security feature. You will need the PIN for certain Card Transactions. The Card PIN is a 4-digit code that you may be asked to enter when making a payment using the Card. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your

PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled "Reporting an Unauthorized Transaction." You may change your PIN at any time by logging into your Paysafe Wallet Account.

10. Authorized Users

You may not request an additional physical or virtual Card for another person.

11. Using Your Card

Except as otherwise stated herein, you may use your Card for personal-purpose transactions as long as the total value of your Card Transaction and any applicable fees do not exceed the value available in your Paysafe Wallet Account and your Paysafe Wallet Account is in good standing. If you use your Card Number or your virtual Card without presenting your physical Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the physical Card itself. Each Card is subject to certain spending transaction limits, as described in section 2 above, **Fees and Limits**. We reserve the right to increase or decrease the transaction limits at any time. We may refuse to process any transaction that we believe may violate the terms of this Agreement. Certain other types of transactions also may be prohibited. If you have questions about what transactions are prohibited, please contact the Paysafe Wallet Help Team as set out in the section entitled "Customer Support: Contact the Paysafe Wallet Help Team."

12. Avoiding Holds on Your Funds

If you use your Card at a gas station it is recommended that you pay inside. Paying inside will avoid having an additional portion of your Card balance (this could be \$100.00 or more) held and unavailable for use for a period of time after the use of the Card at the pump. If you use your Card at a restaurant or other merchant where tipping is common, the merchant may preauthorize an amount greater than the purchase amount. For hotels, car rentals, or similar purchases where a deposit is commonly collected in advance, the merchant may request a preauthorization of the estimated final transaction amount. Any preauthorization will place a "hold" of that amount on your available funds in your Paysafe Wallet Account 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. It may take up to ten (10) Business Days for the hold to be removed; however, in some cases, it may take longer. During the hold period, you will not have access to the preauthorized hold amount.

Except as otherwise stated herein, you do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. If you authorize a Card 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 for up to thirty (30) days.

13. Negative Account Balances

Negative balances are not authorized under any circumstance. You must not undertake or attempt to undertake Card Transactions that exceed the amount of funds available in your Paysafe Wallet Account. If any purchase takes you over your available Card balance or Card limits, the transaction will be declined. Skrill, as the Paysafe Wallet Account provider, may offset or otherwise recover any negative balance in your Paysafe Wallet Account in accordance with the Paysafe Wallet Account Terms of Use. We may recover amounts you owe under this Agreement (including Card Transaction Fees) as permitted by law, in full or in part, with funds received by you, and/or collect the negative balance from you when you initiate

your next Card Transaction. We do not, however, manage or administer the Paysafe Wallet Account balances. We reserve the right to take additional steps such as demanding and enforcing payments from you or referring your account to third-party collection agencies in order to make good any negative balance you incur.

14. Cash Access

If the cash access feature is offered and enabled, once your identity has been verified, you may use your physical Card and PIN to obtain cash from an ATM bearing a Mastercard®, brand logo, or at merchants and participating financial institutions that have agreed to provide cash back at point of sale (“POS”) terminals bearing the network brand logo on your Card (Mastercard®). All such transactions are treated as cash withdrawal transactions. There may be limits and fees associated with cash access transactions as referenced in the Long Form Disclosure - List of All Fees for Paysafe Prepaid Mastercard, accessed via the links in Section 2 above. Other fees may be charged by the operator of the ATM. Limits associated with certain cash access transactions also are discussed in Section 2 above, **Fees and Limits**.

15. No Warranty Regarding Goods or Services as Applicable; Returns and Refunds

We, and our third party service providers (including Skrill) are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. Any disputes or issues with any goods or services you purchase with your Card should be addressed to the merchants or individuals from whom the goods and services were purchased.

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Paysafe Wallet Account for such refunds and agree to the refund policy of the respective merchant. Merchant refunds in an amount equal to or less than the amount of the corresponding debit will be provided to Skrill for posting to the Paysafe Wallet Account when received. Neither CFSB nor Skrill has any control over when a merchant sends a refund transaction; there may be a delay between the date of the refund transaction and the date the refund amount is credited into your Paysafe Wallet Account. If you have questions about a refund that has not posted to your Paysafe Wallet Account, you must contact the merchant where you made the purchase.

16. Card Replacement

If you need to replace a physical Card, log into your Paysafe Wallet Account and select “Cancel Card” and then “Get your Card.” If you need to replace a virtual Card Number or a physical Card because it is lost or stolen, log into your Paysafe Wallet Account and select “Report lost or stolen Card” and then “Get your Card.”

17. Card Expiration

Subject to Applicable Law, you may use your Card only through the Card expiration date. The expiration date is identified on your physical Card, and in the case of virtual cards, the expiry date is shown on the virtual card image displayed within your Paysafe Wallet Account. The funds in your Paysafe Wallet Account will not expire, regardless of the expiration date on your Card, but remain subject to any inactivity and unclaimed property provisions of the Paysafe Wallet Account Terms of Use.

Shortly before your Card expires, we may provide you with a replacement Card or contact you to ask whether you require a replacement Card. You must ensure that you have sufficient funds in your Paysafe Wallet Account to cover any application fee, if applicable, prior to using your replacement Card. We reserve the right not to reissue your Card.

Following expiry or cancellation of your Card or termination of this Agreement, you will not be able to use your Card, and you must destroy your physical Card by cutting through the card chip and the magnetic stripe. You must use all reasonable efforts to dispose of your physical Card securely so that no unauthorized party can obtain your Card Number or the security code.

18. Receipts

A record of your Card Transactions will always be available to you in your Paysafe Wallet Account. You should always obtain a receipt from the merchant online, by telephone or in person, at the time you make a purchase or transaction using your Card and retain, verify, and reconcile your transactions and receipts. Some merchants may not provide a receipt for small dollar purchases. Neither we nor any of our third party service providers (including Skril) are liable for providing nor procuring a receipt for transactions you initiated through the use of the Card that you should have obtained from a merchant.

19. Paysafe Wallet Account Balance, Card Transaction History, and Card Use

You are responsible for keeping track of the available balance in your Paysafe Wallet Account, which is maintained by Skril and not CFSB, and is subject to the separate [Paysafe Wallet Account Terms of Use](#).

Merchants generally will not be able to determine your available balance. It is important to know your available balance before making any Card Transactions. To check your available funds, please log into your Paysafe Wallet Account and refer to your “available balance.” We recommend that you check the balance on your Paysafe Wallet Account and your transaction history regularly online.

You will not receive paper or email statements, or any other correspondence or notice, other than a paper copy of this Agreement upon request, in accordance with the “**Consent to Electronic Communications**” section below. You can print out your Card Transaction history, this Agreement, and any correspondence or notice.

20. Privacy; Data Sharing

Protecting your privacy is very important to us. Please review our Privacy Policy located at <https://www.cfsb.com/privacy/> (the “**Privacy Policy**”) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. Our Privacy Policy includes details of the personal information that we collect, how it will be used, and with whom we share it.

You further understand and agree that we and/or Skril, as our third party service provider under this Agreement, may access, obtain, store, transmit, use, disclose, maintain, process or dispose of your information, any authorized user information, and other information related to and, in order to provide you with services and to support the Card, Card Transactions, or your use of the Card in connection with and to access your Paysafe Wallet Account (collectively, the “**Cardholder Data**”) as permitted by this Agreement and our Privacy Policy including without limitation, sharing Cardholder Data with and among CFSB, Skril and other third parties acting on behalf of CFSB or Skril (and their respective affiliates) about your Card or the transactions you make in accordance with our Privacy Policy. CFSB’s Privacy Policy governs CFSB’s

handling of your information in connection with the Card. Skrill's Paysafe "Comprehensive Privacy Policy" governs Skrill's handling of information in connection with your Paysafe Wallet Account. We are not responsible for Skrill's independent privacy practices that govern your Paysafe Wallet Account.

21. Our Liability for Failure to Complete Transactions

If we do not properly complete a properly initiated Card Transaction on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages as required by Applicable Law. However, there are some exceptions. We will not be liable in the following instances:

- a. If, through no fault of ours, you do not have enough funds available in your Paysafe Wallet Account to complete the Card Transaction;
- b. If a merchant refuses to accept your Card;
- c. If an ATM where you are seeking a cash withdrawal with your physical Card does not offer such service for your Card or does not have enough cash;
- d. If an electronic terminal where you are attempting a Card Transaction or the network or system utilized for the Card Transaction does not operate properly, and either you knew about the problem when you initiated the Card Transaction, or the problem is due to reasons that are beyond our reasonable control;
- e. If access to your Card has been blocked after you reported your Card lost or stolen or your Paysafe Wallet Account or Card Number is compromised;
- f. If there is a hold on your funds or they are subject to legal or administrative process or other encumbrance restricting their use;
- g. If we have reason to believe the requested Card Transaction is unauthorized, illegal or in violation of this Agreement;
- h. If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the Card Transaction, despite reasonable precautions that we have taken; and
- i. Any other reason set out in this Agreement.

Skrill can close or suspend your Paysafe Wallet Account at any time for any reason (see Paysafe Wallet Account Terms of Use). Any such closure or suspension will terminate or suspend your ability to use your Card.

We reserve the right, in our sole discretion, to limit your use of the Card. We may refuse to issue a Card or may revoke Card privileges with or without cause or notice, unless restricted in this regard by Applicable Law.

You agree not to use or to allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card.

Neither CFSB nor Skrill, as our third-party service provider, will incur liability to you because of the unavailability of the funds that may be associated with your Card used in connection with your Paysafe Wallet Account, except as required by Applicable Law.

CFSB's responsibilities under this section apply only to Card Transactions. Skrill is solely responsible for the maintenance and accuracy of your Paysafe Wallet Account balance and ledger.

22. Limitation of Liability

Except as otherwise expressly provided in this Agreement or as required by Applicable Law, we, nor our respective affiliates, officers, directors, employees or agents, or third parties with whom we contract in order to offer the Card or related services, including but not limited to Skrill, shall not have any responsibility or liability for any indirect, incidental, consequential, special, exemplary or punitive damages, whether based on negligence, willful misconduct, tort, contract or any other theory of law, or for any damages for loss of data, loss of income, failure to realize expected revenues or savings, loss of profits or any other economic or pecuniary loss, in each case arising out of or relating in any way to the Card, any products or services purchased using the Card, or this Agreement (as well as any related or prior agreement that you may have had with us).

23. Other Miscellaneous Terms

You may not assign or transfer your Card or your obligations under this Agreement. We may assign or transfer our rights under this Agreement. Use of your Card is subject to Applicable Law. We do not waive our rights by delaying or failing to exercise them, in whole or in part, at any time. Notwithstanding the foregoing, this Agreement shall be binding on you, your authorized users, your heirs, your executors, administrators, guardians, personal representatives, or trustee in bankruptcy.

24. Severability

If a court finds any provision of this Agreement invalid or unenforceable such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

25. Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time, subject to Applicable Law. You will be notified of any change in the manner and to the extent required by Applicable Law. If the change is made for security purposes or if advanced notification is not required by Applicable Law, we may implement such change without prior notice. You may end this Agreement and cancel your Card at any time by logging into your Paysafe Wallet Account or by contacting the [Paysafe Wallet Help Team](#).

Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

26. Information About Your Right to Dispute Errors

A. Contact Information

If you think your Card Transaction history is wrong with respect to a Card Transaction, or if you need more information about a Card Transaction listed on the transaction history in your Paysafe Wallet Account, call 1-833-998-9123, or send an email to: paysafewallet-support@paysafe.com, or visit [Paysafe Wallet Help Team](#) or you may write to Paysafe, 5335 Gate Parkway, 4th Floor, Jacksonville, FL 32256, attention: Paysafe Wallet Help Team (see section above entitled "[Customer Support: Contact the Paysafe Wallet Help Team](#)"). Card-related error resolution is handled under this Agreement. Errors, issues, or potential errors relating solely to your Paysafe Wallet Account are governed by the [Paysafe Wallet Account Terms of Use](#) and handled exclusively by Skrill.

B. Card Errors

"Card Errors" include, but are not limited to, the following:

- i. A Card Transaction that you did not authorize.
- ii. A duplicate transaction that you did not authorize.
- iii. A recurring Card Transaction that you had cancelled prior to the occurrence of the Card Transaction.
- iv. An incorrect Card Transaction.
- v. An ATM Card Transaction that appears to have occurred, but the funds were not dispensed, in part or in full.

We must hear from you no later than sixty (60) days after the date you accessed your Paysafe Wallet Account regarding a Card Error, if the Card Error could be viewed in your Card Transaction history. To notify us, please use contact information provided in this section 26 (A).

We will determine whether an error occurred within ten (10) business days of hearing from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Paysafe Wallet Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Paysafe Wallet Account. For new Cardholders (those who made their first Card Transaction fewer than thirty (30) days before the potential Card Error occurred), we may take up to twenty (20) Business Days to credit your Paysafe Wallet Account for the amount you think is in error. For point-of-sale transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that no Card Error occurred, we will send you a written explanation and debit any provisional credit we may have given you. You may ask for copies of the documents that we used in our investigation.

Card Errors do not include buyer's remorse, issues with the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card or if you do not receive those goods or services, or routine inquiries about the balance in your Paysafe Wallet Account or a request for documentation or for other information for your record keeping or tax purposes.

C. Paysafe Wallet Account Errors

Paysafe Wallet Account errors relate solely to your Paysafe Wallet Account (for example, funding, cash-in/cash-out), wallet ledger disputes, holds or wallet account access) and are governed exclusively by the Paysafe Wallet Account Terms of Use. For Paysafe Wallet Account errors, please follow the procedures and contact information set forth in the [Paysafe Wallet Account Terms of Use](#). We are not responsible for Paysafe Wallet Account errors.

D. Your Liability for Unauthorized Card Transactions

An unauthorized Card Transaction occurs when your Card or Card Number is used, and it was not authorized by you and did not benefit you. For example, if someone steals your physical Card or accesses your virtual Card fraudulently or without your consent and uses your Card to access funds in your Paysafe Wallet Account, an unauthorized Card Transaction has occurred. A Card Transaction made by someone to whom you gave access to your Card who then uses your Card without your knowledge or permission is not considered unauthorized. You are responsible for transactions made in such a situation.

You agree to exercise reasonable control over your Card, Card Number, and Access Information. If you believe your Card or Access Information has been lost or stolen, or if you believe that a Card Transaction has been made without your permission using your Card or Card Number, contact us right away. You can do so by contacting the Paysafe Wallet Help Team or by logging into your Paysafe Wallet Account (to cancel or report your Card as lost or stolen).

If you notify us within two (2) Business Days of any unauthorized Card Transactions, you can lose no more than \$50.00 if someone used your Card or Card Number without your permission. If you do not notify us within two (2) Business Days after you learn of the loss or theft of your Card or compromise of your Card Number and we can prove that we could have stopped someone from using your Card or Card Number without your permission if you had promptly notified us, you could lose as much as \$500.00.

For other Card Errors or potential Card Errors, please follow the instructions provided in this Section 26 (“Information About Your Rights to Dispute Errors.”)

E. Your Liability for Unauthorized Mastercard® Prepaid Card Transactions

In addition to your limitations of liability under the section above entitled “Your Liability for Unauthorized Card Transactions,” your liability for the unauthorized use of your Card may also be limited by Mastercard®.

Under the Mastercard® rules, you will have no liability for a Card Transaction that was not authorized by you if you exercised reasonable care in safeguarding the Card from risk of loss or theft, and, upon becoming aware of such loss or theft, promptly reported such loss or theft to us by contacting the Paysafe Help Team (the “**Mastercard® Zero Liability Policy**”). The Mastercard® Zero Liability Policy is subject to change without notice and changes made by Mastercard® will automatically apply to you.

27. Consent to Electronic Communications

To the extent permitted by Applicable Law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communication and other items for all services provided to you under this Agreement and in connection with your relationship with us (collectively, “**Communications**”), with respect to Card-related Communications under this

Agreement. This consent is separate from, and does not modify, any consent you may provide Skrill for the Paysafe Wallet Account related communications. Your consent to receive Communications electronically applies to all documents we provide you electronically in connection with the Card. By accepting and agreeing to this Agreement electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements specified below; and (3) your consent will remain in effect until you withdraw your consent as specified below. You further understand that with your consent to receive electronic Communications, we are not required to provide you with paper copies and that you may print any Communications we provide in paper format by logging into your Paysafe Wallet Account..

Your Right to Withdraw Your Consent. Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by notifying us at paysafewallet-support@paysafe.com. Such notice will constitute notice of termination of your Card and we will cancel your Card and you will no longer be able to use your Card to access your Paysafe Wallet Account. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal of consent. Please note that your withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

Hardware and Software Requirements. In order to access and retain Communications provided to you electronically, you must have: (1) a valid email address (that matches your primary email address on file with us and Skrill); (2) a computer or other mobile device (such as tablet or smart phone); (3) a connection to the Internet; (4) an up-to-date browser that includes 128-bit encryption (e.g., Internet Explorer version 6 and above, Chrome version v1.0145.43 and above, or Safari v3.2.1 and above) with cookies enabled; and (iii) Adobe Acrobat Reader version 6.0 or above to open documents in .pdf format. a Current Version of Internet Explorer 8 (or higher), Mozilla Firefox 7.0, Safari 5, or Chrome 15; (5) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader version 7 or higher; (6) a computer or device and an operating system capable of supporting all of the above; and (7) a printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form. "Current Version" means a version of the software that is currently being supported by its publisher.

Retain Copies of Communications from Us. You should print and save and/or electronically store a copy of all Communications that we send to you electronically.

In addition, if you provide us with your mobile phone number or contact us from your mobile number, you are providing this phone number for us or any third party acting on our behalf, including but not limited to Skrill, to contact you at this number. You agree that we may use this phone number to contact you for any business purpose about your Card and you agree to be responsible for any mobile or telecommunication fees or charges you incur as a result of providing this information. You may request this number not be used. We may offer options that allow you to receive or access text messages or other electronic communications from your mobile phone. You agree that we may contact you from time to time regarding your Card in any manner we choose unless the law says we cannot. For example, we may contact you by mail, telephone, email, fax, recorded message, text message, and/or by using an automated dialer device to the extent permitted by Applicable Law. You are responsible for any service provider charges as a result of us contacting you. You agree to promptly notify us if you change any contact information you provide to us. We may contact you at any time and at any frequency, within reasonable limits, and to the extent permitted under Applicable Law, and leave prerecorded messages or messages with others. When we attempt to contact you, we may identify ourselves, our relationship and our purpose for contacting you

even if others might hear or read it. Our contacts with you about your Card are not unsolicited. We may monitor or record any conversation or other communication with you.

28. English Language Controls

Any translation of this Agreement into a language other than English 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.

29. Waiver

We do not waive our rights by delaying or failing to exercise them at any time. To the extent permitted by law and as permitted by the Agreement to Arbitrate below, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Card.

30. Governing Law

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this Agreement, the laws of the State of New York, without regard to principles of conflict or choice of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and CFSB (or Skrill), regardless of your location.

31. Arbitration

READ THIS ARBITRATION CLAUSE CAREFULLY AS IT INCLUDES A CLASS ACTION WAIVER AND WAIVER OF A TRIAL BY JURY. PLEASE KEEP A COPY OF THIS ARBITRATION CLAUSE FOR YOUR RECORDS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION CLAUSE, DO NOT APPLY FOR AND/OR OPEN A CARD.

A. Informal Mediation.

Before formally pursuing a dispute in arbitration or small claims court, you agree to first send a detailed notice (“**Notice**”) to Community Federal Savings Bank, Attn: Legal Department, 89-16 Jamaica Avenue, Woodhaven, NY 11421 in case of a dispute with the Bank, and to Skrill USA, Inc., 5335 Gate Parkway, 4th Floor, Jacksonville, FL 32256, in case of a dispute with Skrill. If we (or Skrill) have a dispute with you, we, and Skrill agree to first send a Notice to you at your most recent email address on file with us, or if no email address is on file, other contact information associated with your Card. Your Notice must contain all of the following information: (1) your full name; (2) information that enables us to identify your Card and, your address, mobile phone number, email address, and date of birth you used to register your Card if any; and (3) a detailed description of your dispute, including the nature and factual basis of your claim(s) and the relief you are seeking with a corresponding calculation of your alleged damages (if any). You must personally sign this Notice for it to be effective. Our (or Skrill’s) Notice must similarly set forth a detailed description of its dispute, which shall include the nature and factual basis of its claim(s) and the relief it is seeking, with a corresponding calculation of our damages (if any). You and we (and/or Skrill) agree to then negotiate in a good faith effort to resolve the dispute. As part of these good faith negotiations, if we (or Skrill) request a telephone conference with you to discuss your dispute, you agree to personally participate, with your attorney if you are represented by counsel. Likewise, if you request a telephone conference to discuss our or Skrill’s dispute

with you, then we (or Skrill) agree to have one representative participate. This informal process should lead to a resolution of the dispute. However, if the dispute is not resolved within sixty (60) days after receipt of a fully completed Notice and the Parties have not otherwise mutually agreed to an extension of this informal dispute resolution time-period, you, we, or Skrill may initiate an arbitration (subject to a Party's right to elect small claims court as provided below).

Completion of this informal dispute resolution is a condition precedent to filing any demand for arbitration or small claims court action. Failure to do so is a breach of this Agreement. The statute of limitations and any filing fee deadlines will be tolled while you, we, or Skrill engage in this informal dispute resolution process. Unless prohibited by Applicable Law, the arbitration provider shall not accept or administer any demand for arbitration and shall administratively close any arbitration unless the Party bringing such demand for arbitration can certify in writing that the terms and conditions of this informal dispute resolution process were fully satisfied. A court of competent jurisdiction shall have authority to enforce this provision and to enjoin any arbitration proceeding or small claims court action.

Disputes relating solely to the Paysafe Wallet Account are governed exclusively by the Paysafe Wallet Account Terms of Use and are not subject to this Arbitration Clause.

B. Scope of Arbitration.

All disputes, claims or controversies between you and us, or between you and Skrill arising out of or related to this Agreement, the Card, Card Transactions and any related services provided under this Agreement by us (or Skrill) (and not disputes governed solely by the Paysafe Wallet Account Terms of Use), whether based in contract, tort, statute, fraud, misrepresentation, consumer rights, constitution, regulation, ordinance or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury. Claims subject to arbitration include initial claims, counterclaims, cross-claims, and third-party claims. Such claims also include data breach or privacy claims arising from or relating directly or indirectly to our disclosure (or disclosure by a third party acting on our behalf) of any non-public personal information about you, and disputes arising from communications involving telephones, automatic dialing systems, artificial or prerecorded voice messages, SMS text messages or facsimile machines. Claims subject to arbitration also include disputes arising from facts, actions or omissions that occurred prior to the date of this Agreement. You agree that we, Skrill and you are each waiving the right to trial by a jury. The only exceptions to mandatory arbitration are the following: (1) invocation of small claims under the procedures set forth under this Arbitration Clause; or (2) any claim for injunctive other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of either party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

For purposes of this Arbitration Clause, the terms "**we,**" **us**" and "**our**" include (a) us, Skrill, and our and Skrill's respective subsidiaries, affiliates, agents, employers, successors, and assigns and all of their employees, officers, directors and controlling persons, and (b) any other person or company who provides any goods or services in connection with the Agreement if you assert a claim against such other person or company in connection with a claim you assert against us. You, we and Skrill are also referred to under this Arbitration Clause individually as a "**Party**" or, collectively, as the "**Parties**".

C. Arbitration Rules.

The arbitration will be administered by National Arbitration and Mediation ("**NAM**"). NAM shall not accept or administer any demand for arbitration and shall administratively close any arbitration unless the Party bringing such demand for arbitration

can certify in writing that the terms and conditions of the informal mediation process provided above is fully satisfied. Any arbitration between the Parties shall be administered by NAM in accordance with NAM's operative Comprehensive Dispute Resolution Rules and Procedures (the "**NAM Rules**") in effect at the time any demand for arbitration is filed with NAM, as modified by this Agreement. For a copy of the NAM Rules, please visit <https://www.namadr.com/resources/rules-fees-forms> or contact NAM at NAM's National Processing Center at 990 Stewart Avenue, 1st Floor, Garden City, NY 11530 and email address commercial@namadr.com, or call NAM at (800) 358-2550. If NAM is unable or unwilling to perform its duties under this Agreement, the Parties shall mutually agree on an alternative administrator that will replace NAM and assume NAM's role consistent with this Agreement. If the Parties are unable to agree, they will petition a court of competent jurisdiction to appoint an administrator that will assume NAM's duties under this Agreement. Payment of all filing, administration and arbitrator fees will be governed by the NAM Rules or rules of the other organization.

Notwithstanding any choice of law or other provision in this Agreement, the Parties agree and acknowledge that this Arbitration section evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("**FAA**"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and NAM Rules pre-empt all state laws to the fullest extent permitted by law. If the FAA and NAM Rules are found to not apply to any issue that arises under this Arbitration Clause or the enforcement thereof, then that issue shall be resolved under the laws of the State of New York.

D. Arbitration Procedure.

A Party who desires to initiate arbitration must provide the other party with a written demand for arbitration as specified in the NAM Rules. The Parties agree that each individual claim for arbitration must set out the identity of the plaintiff and the plaintiff's counsel, a detailed description of the legal claims being asserted and the requested relief, including a good-faith calculation of the specific amount in dispute.

The arbitrator, and not any federal, state, or local court or agency, has exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration section, including any claim that all or any part of this Arbitration Clause is void or voidable. The arbitrator is responsible for determining all threshold arbitrability issues, including issues relating to whether this Agreement is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us (or Skrill) that an in-person hearing is required. Any in-person appearances will be held at a location which is reasonably convenient to both the Parties with due consideration of their ability to travel and other pertinent circumstances. If the Parties are unable to agree on a location, such determination should be made by the NAM or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding subject to any appeal rights under the FAA. The arbitrator must apply substantive governing law consistent with the FAA and applicable statutes of limitation and privileges. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us (or Skrill) for you.

E. Mass Filing.

If, at any time, 25 or more similar demands for arbitration are asserted against us, Skrill or related parties by the same or coordinated counsel or entities (“**Mass Filing**”), consistent with the definition and criteria of Mass Filings set forth in the NAM’s Mass Filing Supplemental Dispute Resolution Rules and Procedures (“**NAM’s Mass Filing Rules**”, available at <https://www.namadr.com/resources/rules-fees-forms/>”), the additional protocols set forth below shall apply.

- i If you or your counsel file a demand for arbitration (a “**Demand**”) that fits within the definition of Mass Filing referred to above, then you agree that your Demand for arbitration shall be subject to the additional protocols set forth in this Mass Filing subsection. You also acknowledge that the adjudication of your dispute might be delayed and that any applicable statute of limitations shall be tolled from the time at which you initiate informal dispute resolution until your Demand is decided, withdrawn, or settled.
- ii NAM’s Mass Filing Rules shall apply if your Demand is deemed by NAM, in its sole discretion pursuant to NAM’s Mass Filing Rules and this dispute resolution section, to be part of a Mass Filing. Such election for NAM’s Mass Filing Rules and related fee schedule must be made by either you, us, or Skrill in writing and submitted to NAM and all Parties.
- iii Bellwether Proceedings. Bellwether proceedings are encouraged by courts and arbitration administrators when there are multiple disputes involving similar claims against the same or related parties. Counsel for the Mass Filings claimants (including you) and counsel for us (or Skrill) shall each select 15 Demands (30 total), and no more than 30 arbitrations shall be filed, processed, adjudicated, or pending at the same time, with each of the 30 individual arbitrations presided over by a different arbitrator, in a first set of bellwether proceedings. During this time, no other Demands that are part of the Mass Filings may be filed, processed, adjudicated, or pending. If the Parties are unable to resolve the remaining Demands after the first set of bellwether proceedings are arbitrated or otherwise resolved, then counsel for the claimants and counsel for us (or Skrill) shall each select an additional 15 Demands (30) total to be filed, processed, and adjudicated as individual arbitrations, with each of the 30 arbitrations presided over by a different arbitrator, in a second set of bellwether proceedings. During this time, no other Demands for arbitration that are part of the Mass Filings may be filed, processed, or adjudicated. This staged process of bellwether proceedings, with each set including 30 Demands adjudicated on an individual basis, shall continue until each Demand included in the Mass Filings (including your Demand) is adjudicated or otherwise resolved. Fees associated with a Demand included in the Mass Filings, including fees owed by the us or Skrill and the claimants (including you), shall only be due after your Demand is chosen as part of a set of bellwether proceedings and therefore properly designated for filing, processing, and adjudication. Any applicable statute of limitations shall be tolled beginning when you initiate the informal dispute resolution process set forth above in this section E of the Agreement, and if the first Mass Filings’ Demands are chosen for the initial set of bellwether proceedings have been filed, your claims will remain tolled until your Demand is decided, withdrawn, or settled. A court of competent jurisdiction located in New York, New York, U.S.A. shall have the power to enforce this subsection.
- iv The bellwether proceedings set forth in subsection (iii) above are preferred by the Parties. However, if said proceedings are determined to not be feasible under the circumstances, the Parties agree to cooperate with each other and the arbitration provider or arbitrator to establish alternative processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient, cost-effective resolution of claims. Any disagreement between the parties as to whether subsection (iii) above should apply shall be resolved by a procedural arbitrator appointed by NAM.

The Parties each agree that we each value the integrity and efficiency of the arbitration and small claims court process and wish to employ the process for the fair resolution of genuine and sincere disputes between us. The Parties acknowledge and agree to act in good faith to ensure the fair resolution of genuine and sincere disputes. The Parties further agree that application of these Mass Filings procedures have been reasonably designed to result in an efficient and fair adjudication of such cases.

F. Class and Consolidated Action Waiver.

You agree that any arbitration under this Agreement will take place on an individual basis, and not as a class, collective, private attorney general, or representative action or proceeding and such class, collective, private attorney general, or representative arbitrations are not permitted, and (unless all Parties otherwise agree in writing) you are agreeing to give up the ability to participate in or join claims of multiple individuals against us (or Skrill) in a single proceeding (the “**Class Action Waiver**”).

If a claim does not proceed in arbitration for any reason, the Class Action Waiver will remain in effect, and you shall not join or file any action or proceeding in court on a class, representative or joint basis against us (or Skrill).

G. Jury Waiver.

Each Party waives the right to a trial by jury in any court in any suit, action, or proceeding on any matter arising in connection with or in any way related to this Agreement or its enforcement, the Card, Card Transactions, except where such waiver is prohibited by law or deemed by a court of law to be against public policy. The Parties each acknowledge that each Party makes this waiver knowingly, willingly and voluntarily and without duress, and only after extensive consideration of the ramifications of this waiver with their respective attorneys.

H. Small Claims Exception.

Notwithstanding the foregoing, either you, us, or Skrill may elect to have an individual claim heard in small claims court. If the request to proceed in small claims court is made after an arbitration has been initiated but before an arbitrator has been appointed, such arbitration shall be administratively closed. Any controversy over the small claims court’s jurisdiction shall be determined solely by the small claims court.

All other issues (except as otherwise provided herein) are exclusively for the arbitrator to decide, as well as any request to proceed in small claims court that is made after an arbitrator has been appointed. If you, us, or Skrill challenges the small claims court election in your dispute, and the small claims court determines that it does not have jurisdiction, then the claim shall be heard in arbitration. However, such court determination shall not be considered or deemed binding with respect to Skrill’s other contracting parties.

I. Venue and Forum Selection.

Except where prohibited by law and except for claims that are heard in a small claims court as set forth in this Agreement, any claims arising out of or relating to this Agreement, our services, or to your relationship with us or Skrill that for whatever reason are not required to be arbitrated or filed in small claims court, will be litigated exclusively in the federal or state courts located in New York, New York, U.S.A. You and Skrill consent to the exercise of personal jurisdiction of courts in the State of New York and waive any claim that such courts constitute an inconvenient forum.

J. **Severability; Survival; Conflicts.**

If any part of this Arbitration Clause is found by a court or arbitrator to be unenforceable, the remainder is enforceable, except that: (A) if the Class Action Waiver is limited, voided or found unenforceable in a proceeding between you and us, and that determination becomes final after all appeals have been exhausted, then this Arbitration Clause (except for this sentence) shall be null and void with respect to 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 or elsewhere 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, 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. This Arbitration Clause will survive the termination of the Agreement, regardless of reason for termination, the sale or assignment of your obligation by us to a third party, the repayment of some or all amounts owed under the Agreement and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Clause, on the one hand, and the applicable arbitration rules or the other provisions of the Agreement, on the other hand, this Arbitration Clause shall govern.