

**Bluebird® by American Express®**  
**Bluebird® Temporary Card Prepaid Card Cardholder Agreement**

Thank you for purchasing the Temporary Card for American Express Bluebird® (“Bluebird Temporary Card”) a temporary, non-reloadable prepaid card issued in connection with the Bluebird® by American Express Account (“Bluebird Account”).

This Cardholder Agreement sets forth the terms and conditions governing the Bluebird Temporary Card you purchased. This Cardholder Agreement also includes certain information about how to register your Bluebird Temporary Card and upgrade it into a “Bluebird Account”, how to temporarily use the Bluebird Temporary Card in connection with your Bluebird Account, and some of the terms that will apply after you register and upgrade to a Bluebird Account.

Although the Bluebird Temporary Card has many useful functionalities, its key purpose is to introduce you to Bluebird and encourage you to register for and upgrade to a Bluebird Account. Having a Bluebird Account means that you, and the people you designate, can make purchases in-store and online, add additional funds, get cash at ATMs, send and receive money, pay bills online and via the Bluebird Mobile App, and more. With Bluebird, there are no hidden fees and no minimum balance required, plus, your money is safe, because Bluebird is backed by American Express, a world-renowned, best-in-class financial institution with World-class 24/7 Customer Service. The Bluebird Temporary Card does not provide all of the features, benefits and services of a Bluebird Account. This Cardholder Agreement discloses some terms that will apply to your Bluebird Account after you register and upgrade, but it does not provide the complete terms and conditions that will apply when you upgrade to a Bluebird Account. When you register for a Bluebird Account, you will be provided with the full terms and conditions in effect at the time of registration. You can find the full terms and conditions for a Bluebird Account currently in effect at [bluebird.com/Legal](http://bluebird.com/Legal).

You can obtain additional information about Bluebird and register for a Bluebird Account at [bluebird.com](http://bluebird.com) (the “Website”) or via the Bluebird mobile application available for free download at the Apple® and Android® application stores (the “Bluebird Mobile Application”). When you upgrade to a Bluebird Account, (i) the remaining funds on your Bluebird Temporary Card (to the extent you provided your Temporary Card number at registration) will be in your Bluebird Account, and (ii) this Cardholder Agreement will cease to govern transactions conducted by you in connection with the Bluebird Account, including transactions using such Bluebird Temporary Card. Such transactions will be governed by the Bluebird® by American Express® Member Agreement (“Member Agreement”). Until the date you activate the personalized card associated with your Bluebird Account (a “Personalized Card”), your Bluebird Temporary Card can be used for limited purposes in connection with your Bluebird Account.

If you have any questions about the Bluebird Temporary Card or Bluebird, please call Bluebird Customer Service at 1-877-486-5990 (“Customer Service”) anytime, 24 hours a day, 7 days a week.

**1. CARDHOLDER AGREEMENT OVERVIEW**

This Cardholder Agreement governs your use of the Bluebird Temporary Card. By signing or using the Bluebird Temporary Card, you agree to be bound by this Cardholder Agreement in its entirety. Should you wish not to be bound by this Cardholder Agreement, you must, prior to using the Bluebird Temporary Card, request a refund of the value of the Bluebird Temporary Card by calling Customer Service. In this Cardholder Agreement, “you” and “your” means the person who has acquired and added funds to the Bluebird Temporary Card. The terms “we,” “our” and “us” refer to American Express Travel Related Services Company, Inc., the issuer of the Bluebird Temporary Card. This Bluebird Temporary Card may only be used by the person who has acquired and added funds to the Bluebird Temporary Card, and at

no time may you authorize anyone else to use the Bluebird Temporary Card. You must be at least 18 years of age (19 years of age if you reside in a state where the age of majority is 19) to acquire and add the Bluebird Temporary Card and register for and upgrade to a Bluebird Account.

## **2. BUSINESS DAYS**

For purposes of this Cardholder Agreement and the Member Agreement, our business days are Monday through Friday, other than federal banking holidays.

## **3. ABOUT YOUR BLUEBIRD TEMPORARY CARD**

Your Bluebird Temporary Card is a prepaid payment device which must have funds added to it prior to use. The Bluebird Temporary Card does not have an overdraft/credit feature.

The Bluebird Temporary Card cannot be used for ATM cash withdrawals except in limited circumstances. You may use the Bluebird Temporary Card to make final payments, but may not be able to use the Bluebird Temporary Card to make reservations or deposits (e.g., car rental or hotel reservations). You may not use the Bluebird Temporary Card to engage in any type of illegal activity or make any prohibited purchase (e.g., purchase of alcohol or tobacco by a minor). Merchant categories are determined by Merchants and other parties, and you agree to hold us harmless for any transactions that occur as a result of inaccuracies in Merchant classification.

Your Bluebird Temporary Card is not a gift, credit, debit or charge card, and does not constitute a checking, savings or other demand deposit account. The Bluebird Temporary Card is not a payroll card and cannot be used to make payroll to anyone. The Bluebird Temporary Card is not intended for gifting purposes. Except where required by law, the Bluebird Temporary Card is not redeemable for cash. The Bluebird Temporary Card is not transferable and you agree not to permit any other person to use your Bluebird Temporary Card.

You are wholly responsible for the use of the Bluebird Temporary Card in accordance with the terms of this Cardholder Agreement. **Funds on the Bluebird Temporary Card are not FDIC-insured and you will not receive interest on funds added to the Bluebird Temporary Card.** The Bluebird Temporary Card is not available for sale in Vermont and may not be available for sale in certain other states. Please contact Customer Service or access the Website for a current listing of states in which the Bluebird Temporary Card is not available.

## **4. SETTING UP YOUR BLUEBIRD TEMPORARY CARD**

### **A. Acquiring and Adding Funds to Your Bluebird Temporary Card**

To purchase and use the Bluebird Temporary Card, you must add a minimum amount of \$1 US and a maximum amount of \$500 US. Simply present an accepted tender type at Walmart. We may change minimum and maximum permitted amounts at any time for legal, risk management or security purposes. Once funds have been added, the Temporary Card is not reloadable until you register for and upgrade to a Bluebird Account. Please note that the funds added to your Bluebird Temporary Card when you purchase your Bluebird Temporary Card do not qualify as a load transaction for any waiver, program, special promotion or offer we may sponsor from time to time for your Bluebird Account.

### **B. Signing Your Bluebird Temporary Card**

You must sign the back of the Bluebird Temporary Card where indicated. Write down your Bluebird Temporary Card number, the 4-digit card security code on the front of the Bluebird Temporary Card (referred to also as the "Card Security Code" or "CSC") and the Customer Service number on a separate

piece of paper and keep it in a safe place in case your Bluebird Temporary Card is lost or stolen. We also strongly suggest that you keep the receipt from adding funds to the Bluebird Temporary Card, as we may require it for an exchange, replacement or refund. In most cases, the Bluebird Temporary Card is ready for use minutes after adding funds.

## **5. AVAILABLE TYPES OF TRANSACTIONS USING BLUEBIRD TEMPORARY CARDS AND BLUEBIRD ACCOUNTS**

### **A. Using Your Cards**

You can use the Bluebird Temporary Card to:

**Make purchases at mail order, online and brick and mortar establishments accepting American Express® Cards (each a “Merchant”) within the United States.**

Present the Bluebird Temporary Card to the Merchant at the time of payment at the Merchant’s establishment and sign the receipt with the same signature you used when you signed the back of your Bluebird Temporary Card. Retain the receipt as a record of the transaction. You agree to use the Bluebird Temporary Card only at Merchants within the United States and only for lawful purposes.

You can use the Bluebird Personalized Card to:

**(i) Make purchases at mail order, online and brick and mortar Merchants throughout the world; and**

**(ii) Withdraw cash from your Bluebird account at ATMs.**

After registration for a Bluebird Account and email verification, you will also be able to use your Bluebird Temporary Card for ATM access while you wait for your Bluebird Personalized Card to be delivered to you, but your transactions will be subject to lower limits than applicable to your Bluebird Personalized Card and you will not be able to use your Bluebird Temporary Card to withdraw more than \$500 or conduct more than three transactions per day at an ATM.

*Split Tender Transactions:* Some Merchants will let you use your Bluebird Temporary Card with another form of payment, such as cash, check or another card, to make a purchase. This is known as a “Split Tender Transaction.” To make a purchase for more than the Available Funds on the Bluebird Temporary Card:

1. Present the Bluebird Temporary Card for payment and tell the cashier it is a prepaid card.
2. Tell the cashier the Available Funds and ask whether another form of payment will be accepted for the balance of the purchase.
3. Before the Bluebird Temporary Card is “swiped,” tell the cashier to only authorize the Bluebird Temporary Card for the Available Funds.
4. If the Bluebird Temporary Card is declined, remind the cashier of the Available Funds.
5. Be prepared to provide a second form of payment to cover the balance of your purchase.

Some Merchants may only allow you to use cash or check, but not another card, as the second form of payment. Some Merchants do not permit a second form of payment at all. We do not guarantee that a Merchant will permit a Split Tender Transaction. If you experience any difficulty making a Split Tender Transaction, please call Customer Service for assistance.

*Purchases At Certain Merchant Establishments:* When you use your Bluebird Temporary Card to make a payment to certain Merchants for goods or services (typically gas stations, restaurants, rental car agencies, hotels, and similar Merchants), we or the Merchant may request an authorization for the amount of your anticipated transaction in advance and may estimate the final value of the transaction, which may be more than the amount of the actual transaction. For example, a restaurant may request an authorization for the estimated dining bill and for a tip. In such an event, we will place a temporary “hold” on the funds on your Bluebird Temporary Card for the amount indicated by the Merchant at the time the transaction is authorized, plus any applicable fees, but will release any funds in excess of the amount of the purchase typically not later than the 8th day after the transaction in the case of most Merchant transactions and typically not later than the 30th day after the transaction, in the case of transactions with rental car agencies, hotels, and similar Merchants. Until their release as contemplated in the prior sentence, the excess funds subject to the hold will not be available to you for other purposes. Be sure that the Available Funds on your Bluebird Temporary Card are sufficient to cover the cost of the bill plus any anticipated gratuity. If the Bluebird Temporary Card is declined, ask the Merchant to obtain an authorization for an amount equal to or less than the Available Funds.

To avoid having a gas station obtain authorization for an amount that is higher than the Available Funds, we suggest that you prepay inside at the cashier for an amount equal to, or less than, the Available Funds on the Bluebird Temporary Card.

*Returning Merchandise:* If you wish to return any merchandise purchased with the Bluebird Temporary Card, you will be subject to the Merchant’s return policies. If the Merchant agrees to issue a credit to the Bluebird Temporary Card, such amount may not be reflected in the Available Balance until the credit posts, which may take 7 days or longer.

*Funds Shortages:* Each time you use your Bluebird Temporary Card, the amount of the transaction will be debited from the Bluebird Temporary Card’s Available Funds. You agree not to make a purchase or other transaction in excess of the Bluebird Temporary Card’s Available Funds. If you do make a purchase or other transaction that exceeds the Available Funds on the Bluebird Temporary Card and, as a result, the balance on the Bluebird Temporary Card is negative (a “Shortage”), you shall remain fully responsible for the Shortage amount and we reserve the right to require that you immediately forward payment to us for any such Shortage. Subject to applicable law, we reserve the right to debit the Available Funds on your Bluebird Temporary Card or any other prepaid card you hold that is issued by us or any of our affiliates for any Shortage amount.

Once the Available Funds on your Bluebird Temporary Card reaches zero (\$0), you agree that you will no longer use the Bluebird Temporary Card. The Bluebird Temporary Card is not reloadable.

*Limitations:* Your ability to use the Bluebird Temporary Card or Bluebird Personalized Card for transactions might be limited as follows:

- (i) Some Merchants might refuse to accept the Bluebird Temporary Card or Bluebird Personalized Card.
- (ii) Cash withdrawal from your Bluebird Account might not be available at all ATMs due to restrictions or limitations imposed by the ATM owner.

- (iii) We might refuse to authorize individual transactions to prevent suspected fraud against you or us, or other suspected unauthorized activity.
- (iv) We might impose transaction limits on your Bluebird Temporary Card, Bluebird Personalized Card or Bluebird Account for security reasons. These transaction limits may apply only to transactions with your Bluebird Temporary Card or Bluebird Personalized Card, or they may apply to a broader class of transactions.

If you experience any difficulty using your Bluebird Temporary Card, please call Customer Service for assistance.

## **B. Accessing Funds Via the Website or Bluebird Mobile Application After Registration**

After registration, email verification and activation of your Bluebird Personalized Account, you can use the Website or the Bluebird Mobile Application to:

- (i) Make one-time payments from your Bluebird Account to companies or individuals using Bluebird's bill payment service;
- (ii) Send money or make a payment to another person with a Bluebird Account or to a third party (provided that the third party has not opted out of receiving emails from us, and is willing to open or designate a Bluebird Account for the purpose of receiving the transfer);
- (iii) Initiate an ACH transfer to your linked bank account; and
- (iv) Use the Bluebird2Walmart Money Transfer Powered by Ria<sup>®</sup> service to:
  - (a) Make transfers from your Bluebird Account for cash pickup by third-party recipients at any Walmart store located in the U.S. or Puerto Rico; and
  - (b) Make transfers from your Bluebird Account for cash pickup by you at any Walmart store located in the U.S. or Puerto Rico.

## **C. Bluebird Checks**

After you upgrade to a Bluebird Account, you may order and use Bluebird Checks to make payments from your Bluebird Account to third parties.

Bluebird Checks are different than standard personal checks. Each Bluebird Check must be pre-authorized prior to use. In order to obtain pre-authorization, you must have Available Funds in your Bluebird Account in an amount at least equal to the Bluebird Check you wish to write. Bluebird Checks that have not been pre-authorized will not be honored by us, regardless of whether there are sufficient Available Funds in your Bluebird Account to cover the amount of the Bluebird Check.

For more information about Bluebird Checks, including important limits on their use, please consult the Member Agreement.

## **D. Adding Funds to Your Bluebird Account and Receiving Funds After Registration**

Except in the limited circumstances noted below, you may not add any funds to your Bluebird Temporary Card after purchase. Upon registration, verification of your email address and activation of your Bluebird Personalized Card, you may add funds to your Bluebird Account through the following:

- (i) The Website or Bluebird Mobile App using a debit card (including a debit/payroll card) or an American Express Card issued in your name;
- (ii) Direct deposit of your paycheck or any Federal or state government benefit or payment (e.g., Federal tax refunds or social security payment);
- (iii) Requesting and receiving money from another person with a Bluebird Account;
- (iv) Presenting cash (U.S. currency only, minimum \$20 per load) and your Personalized Card at participating retailers; and
- (v) Adding checks using the Bluebird Mobile Check Capture by Ingo® (accessible exclusively via the Bluebird Mobile Application).

After registration, you can also add funds to your Bluebird Temporary Card by presenting cash (U.S. currency only, minimum \$20 per load) and your Bluebird Temporary Card at participating retailers, but only until you activate your Bluebird Personalized Card and subject to a lifetime limit of \$1,500 (in addition to the initial amount added when you purchased your Bluebird Temporary Card).

**E. Limitations on Transfer Frequency and Dollar Amounts**

<b>American Express Bluebird Limits</b>	
<b>Transaction</b>	<b>Limits</b>
Total Account Balance combined for all of your Bluebird Accounts <small>(maximum money your Bluebird Accounts can carry at any given time)</small>	\$100,000
Add Money: Up to \$100,000 per year combined for all of your Bluebird Accounts Up to \$10,000 per month combined for all of your Bluebird Accounts	
Direct Deposit	\$100,000 per year
Cash	\$2,500 (\$1,999.99 at Walmart) per day and \$5,000 per month \$9,000 per day combined for all of your Bluebird Accounts
Mobile Check Capture by Ingo® Money	\$5,000 per day and \$10,000 per month <sup>§‡</sup>
Checking or Savings Account	\$2,000 per month <sup>^</sup>
Debit Card	\$200 per day and \$1,000 per month
Request/Receive Money Transactions	\$10,000 per month

Spend, Withdraw, and Send Money: Up to \$100,000 per year combined for all of your Bluebird Accounts	
Spend and Withdraw: Up to \$15,000 per month combined for all of your Bluebird Accounts	
Retail/Online Purchases	\$15,000 per month
Pay Bills (Includes MAIL A CHECK)	\$15,000 per month (\$5,000 per month in the case of non-registered payees where payments are sent via MAIL A CHECK)
Send Money Transactions	\$2,500 per month
ATM Withdrawals	\$750 per day combined for all your Bluebird Accounts
Bluebird2Walmart Money Transfer Powered by Ria®	\$2,500 per day combined for all your Bluebird Accounts
Cash Pickup Powered by Ria®	\$2,500 per day (for tax refunds or refund advances received via Direct Deposit, the daily limit will increase to the amount of the tax funds, up to \$2,900)* \$2,900 per day combined for all of your Bluebird Accounts
Transfers back to linked Bank Account	\$15,000 per month

§Additional Ingo® Money imposed limits apply (currently \$5,000 per day and \$10,000 per month across all Ingo Money service check cashing transactions).

‡Calculated on a rolling 24-hour basis.

^Depending on your bank's policies and terms, you may be able to transfer money to your Bluebird Account from your checking or savings account by initiating a transfer from your bank into your Bluebird Account. Please note that that the amount of that transfer will count towards the \$100,000 Direct Deposit limits as noted above.

\*The daily limit will be the lesser of the tax funds amount or \$2,900. Once the remaining tax funds amount is \$2,500 or less, the \$2,500 daily limit will apply.

## 6. FOR AVAILABLE BALANCE AND 24-HOUR CUSTOMER SERVICE

Call Customer Service at 1-877-486-5990 for 24-hour customer service and your Available Balance. You may also check your Available Balance online at the Website (bluebird.com). After you register and upgrade to a Bluebird Account, you can check your Available Balance by accessing the Bluebird Mobile Application.

## 7. FOR TRANSACTION HISTORY

You may review your Bluebird Temporary Card transaction history by calling Customer Service at 1-877-486-5990, or by logging onto the Website.

## 8. FEES

### A. Bluebird Temporary Card Fees

The only fee for the Bluebird Temporary Card is a one-time purchase fee of \$5.00.

## B. Bluebird Account Fees

After you register for a Bluebird Account, additional features and benefits will be available. All fee amounts will be withdrawn from your Available Funds and will be assessed as long as there is a remaining balance on your Bluebird Temporary Card, except where prohibited by law. The table below shows the fees that will apply to your Bluebird Account after registration.

All fees	Amount	Details
Get started		
Card price	\$5	\$0 to sign up online.
Monthly usage		
Monthly fee	\$0	
Add money		
Cash reloads (at Walmart)	\$0	The amount of each load to your Account using cash must be at least \$20.
Cash reloads (at other participating retailers)	Up to \$3.95	Fee varies by retailer. The amount of each load to your Account using cash must be at least \$20.
Direct deposit	\$0	
Mobile Check Capture by Ingo® Money		
Money in 10 Days	\$0	If your check is returned unpaid within the 10 day period, your Account will not be funded. No minimum check amount.
Money in Minutes	1% or 5% of check (\$5 min fee)	1% fee on payroll or government checks with preprinted signatures or 5% fee on other checks; \$5 minimum fee applies; \$20 check minimum.  The Mobile Check Capture by Ingo Money service is provided by First Century Bank, N.A. and Ingo Money, Inc., subject to the First Century Bank and Ingo Money <a href="#">Terms and Conditions</a> and the First Century Bank and Ingo Money <a href="#">Privacy Policy</a> . All checks are subject to approval for funding in Ingo Money's sole discretion. Approval usually takes 3 to 5 minutes but can take up to one hour. Fees apply for approved money in minutes transactions funded to your Account.
Add money from a bank account	\$0	You can add money to your Bluebird Account from your checking or savings account by initiating a transfer from your bank into your Bluebird Account. Consult with your bank for origination fees that may apply.
Add money from debit card	\$0	



<b>Spend money</b>		
Online Bill Pay	\$0	
Bluebird2Walmart Money Transfer powered by Ria®	Up to \$16	The Bluebird2Walmart Money Transfer fee depends on the transfer amount. \$4 for transfers up to \$50 \$8 for transfers \$50.01 - \$1,000 \$16 for transfers \$1,000.01 - \$2,500 See <a href="http://bluebird.com/moneytransfer">bluebird.com/moneytransfer</a> for more details.
Bluebird Checkbook fee	\$19.95 plus shipping and applicable sales tax	Bluebird Checkbook contains 40 checks.
Bluebird Check transaction	\$0	
<b>Get cash</b>		
ATM withdrawals (in-network)	\$0	“In-network” refers to the MoneyPass® ATM Network. See <a href="http://bluebird.com/atm">bluebird.com/atm</a> for locations and other details.
ATM withdrawals (out-of-network)	\$2.50	This is our fee. No fee for residents of VT. “Out-of-network” refers to all the ATMs outside of the MoneyPass® ATM Network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
ATM transaction decline	\$0	
Cash Pickup powered by Ria®	Up to \$9	Per withdrawal. The Cash Pickup service is provided by Ria® for pick up at Walmart®. The Cash Pickup fee depends on the withdrawal amount. \$3 per withdrawal for cash out up to \$500 \$6 per withdrawal for cash \$500.01-\$1,000 \$9 per withdrawal for cash \$1,000.01-\$2,900 Withdrawals up to \$2,900 are available to Bluebird Account holders who receive their tax refund or refund advance via Direct Deposit into their Bluebird Account. See <a href="http://bluebird.com/cashpickup">bluebird.com/cashpickup</a> for more details.
<b>Information</b>		
Customer service (automated or live agent)	\$0	Available 24/7
ATM balance inquiry (in-network or out-of-network)	N/A	

Using your card outside the U.S.		
Foreign transactions	\$0	
Other		
Send and receive money	\$0	
SetAside® Account	\$0	
Family Accounts	\$0	
Card replacement – standard shipping	\$0	
Card replacement – expedited shipping	\$20	Per replacement Card, UPS carrier delivery. Card will arrive in 3-4 business days. Expedited shipping is not available to customers in Alaska, Hawaii, Puerto Rico, Guam, and the U.S. Virgin Islands.
Purchase Protection on eligible purchases	\$0	Purchase Protection is underwritten by AMEX Assurance Company, Administrative Office, Phoenix, AZ under Policy AX0951, Policy AX0951-PR, Policy AX0951-VI, or Policy PP-IND. Coverage is determined by the terms, conditions, and exclusions of the Policies applicable to your Card and is subject to change with notice. This document does not supplement or replace the Policy. Shipping and handling costs for the purchase will not be refunded. Certain purchases are not covered, e.g. items lost by Card Member, consumable and perishable items, motorized vehicles and their parts or accessories, or normal wear and tear. Other important exclusions apply. You will only be reimbursed for the amount charged to your eligible Card; coverage is limited up to \$1,000 per occurrence; not to exceed \$50,000 per Card Member account per calendar year. You may be required to send the purchased item to us, in which case we will reimburse you for that shipping cost. This product provides secondary coverage. This means it pays eligible benefits not paid by any primary insurance that you have. For full Terms and Conditions, see <a href="http://americanexpress.com/ppterms">americanexpress.com/ppterms</a> .
Inactivity Fee	\$0	

The schedule above sets forth fees we impose on the respective transactions. Other parties (such as Merchants with respect to point of sale transactions, ATM operators or networks with respect to balance inquiries and access to funds in your Account, and other financial institutions with respect to transactions such as cash withdrawals at their branches) may impose separate fees on the same transactions and we make no accounting for those.

## **9. MANAGING YOUR BLUEBIRD TEMPORARY CARD**

### **A. Replacing Your Bluebird Temporary Card After Its “Valid Thru” Date**

You may not use the physical plastic after the last day of the month and year printed as the “Valid Thru” date on the front of the Bluebird Temporary Card. However, the Available Funds on your Bluebird Temporary Card do not expire. Please call Customer Service for a free replacement Bluebird Temporary Card that can access any remaining Available Funds after the Valid Thru date.

### **B. Our Right to Close or Suspend Your Card**

We reserve the right to suspend or terminate your Bluebird Temporary Card (i) if you violate this Cardholder Agreement, (ii) if there are potential fraud or security risks associated with your Bluebird Temporary Card, as determined by us, or (iii) for any reason allowed by law. If we suspend or terminate your Bluebird Temporary Card, you will not be able to use your Bluebird Temporary Card for purchases or transactions and you may not have access to services associated with the Bluebird Temporary Card, such as Special Offers.

## **10. UPGRADE TO A BLUEBIRD ACCOUNT**

You may register for and upgrade to a Bluebird Account online at the Website or by accessing the Bluebird Mobile Application. At registration, you will be requested to provide your Bluebird Temporary Card number, so that we can ensure that any remaining balance on the Bluebird Temporary Card will be available in the Bluebird Account, and certain other information, including personal information required by us to communicate with you and to verify your identify, such as name, address, date of birth, telephone number, email address and social security number (or other identifying information). We will also ask you to verify your email address, since the Bluebird product, including related features and functionalities, is an electronic, paperless product, and is intended for use only by individuals who are willing and able to receive notices and communications from us exclusively through electronic means.

We will notify you of successful (or unsuccessful) identify verification by mail, email or phone using the information you provided at the time of order. Upon successful verification of identity, your Bluebird Account will be established, and a Bluebird Personalized Card linked to your Bluebird Account will be sent via US Mail to the address you provided. The terms and conditions of the Bluebird Account and linked Bluebird Personalized Card are set forth in the Member Agreement, which can be reviewed at the Website or via the Bluebird Mobile Application.

## **11. PERSONALIZED CARD REGISTRATION**

**To access all of the features, benefits and services of Bluebird, please activate your Bluebird Personalized Card as soon as you receive it in the mail.**

Register for a Bluebird Account for FDIC insurance eligibility and other protections. After you register, your funds will be held at or transferred to American Express National Bank, an FDIC-insured institution, and will be eligible for FDIC pass-through insurance within 1 business day of the establishment of your Bluebird Account. To learn more about FDIC pass-through insurance and Bluebird, visit the Website or [www.bluebird.com/FDIC](http://www.bluebird.com/FDIC).

## **12. DOCUMENTATION**

### **A. Electronic Terminal Transactions**

You may get a receipt at the time you initiate a transaction to or from your Bluebird Temporary Card or Personalized Card at an electronic terminal such as an ATM or a point-of-sale terminal at a Merchant.

### **B. Preauthorized Transfers**

If you have arranged to have direct deposits made to your Bluebird Account at least once every 60 days from the same person or company, you can find out whether or not the deposit has been made via the Website, via the Bluebird Mobile Application, or by calling Customer Service.

### **C. Periodic Statements**

Periodic statements for your Bluebird Account will be made available to you electronically on a monthly basis at no charge. You will receive notice via email when a statement is available.

## **13. PREAUTHORIZED TRANSFERS**

You may authorize a Merchant to initiate recurring charges to your Bluebird Personalized Card. If you do, the Merchant should tell you, 10 days before each payment, when it will be made and how much it will be. (The Merchant might also give you the option to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

If you have authorized a Merchant to make recurring transfers from your Bluebird Personalized Card, you can stop any of these payments. Here's how:

You can call Customer Service in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

If you order us to stop a recurring payment from your Bluebird Personalized Card 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **14. OUR LIABILITY FOR FAILING TO COMPLETE A TRANSACTION**

If we do not complete a transaction to or from your Bluebird Temporary Card or Bluebird Account on time or in the correct amount in accordance with this Cardholder Agreement or the Member Agreement, as applicable, we will be liable for your losses or damages, subject to certain exceptions. We will not be liable, for instance, if: (a) through no fault of ours, you do not have enough Available Funds to complete a transaction; (b) our computer systems or other electronic terminal where you are making a transaction does not operate properly and you knew about the failure when you started the transaction; (c) an ATM where you are making a cash withdrawal does not have enough cash; (d) an ATM or Merchant refuses to honor a transaction using your Bluebird Temporary Card, Bluebird Personalized Card, or Bluebird Account; (e) your wireless service provider refuses the transaction; (f) access to your Bluebird Temporary Card, Bluebird Personalized Card, or Bluebird Account has been blocked after you reported your Bluebird Temporary Card or Bluebird Personalized Card lost or stolen; (g) there is a hold on the funds in your Bluebird Account or the funds in your Bluebird Account are subject to any legal process or other encumbrance restricting their use; (h) we have reason to believe the requested transaction or withdrawal is unauthorized; (i) circumstances beyond our control (such as fire, flood,

terrorist attack, or national emergency) prevent the transaction, despite reasonable precautions that we have taken; (j) the transaction would violate the terms and conditions of this Cardholder Agreement or the Member Agreement, as applicable, or any other agreement you have with us; or (k) there are other exceptions stated in this Cardholder Agreement or the Member Agreement, as applicable, or any other agreements you have with us.

## **15. CARDHOLDER INFORMATION**

### **A. Data Protection and Privacy**

During any Customer Service call, we may request that you provide the Card Security Code printed on the front of the Bluebird Temporary Card or Bluebird Personalized Card, as well as additional identification information such as your home phone number, date of birth and zip code. We may also obtain personal information ("Cardholder Information") about you, including information (i) you have provided to us, such as your name and/or your address, during Customer Service calls or otherwise, and (ii) about purchases made with the Bluebird Temporary Card or Bluebird Personalized Card, such as the date, the amount and the place of purchase. For purposes of fraud prevention and regulatory compliance, we may also obtain information from providers of identity verification data and demographic information. Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. We also maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

### **B. Using Your Cardholder Information**

We will use Cardholder Information to process Bluebird Temporary Card and Bluebird Personalized Card transactions, provide customer service, enhance usage at retailers who may require zip code authorization, process claims for lost or stolen Bluebird Temporary Cards and Bluebird Personalized Cards and help protect against fraud. We also use Cardholder Information for marketing purposes and to conduct research and analysis. We may develop marketing programs and send you offers for our products and services and the products and services of our business partners, such as Merchants that accept the Bluebird Temporary Card or Bluebird Personalized Card, and we may use Cardholder Information to make these offers more relevant and valuable to you. We do not share Cardholder Information with other companies for them to market their own products and services.

### **C. Sharing Your Information With Third Parties**

We will disclose information to third parties about your Bluebird Temporary Card or your Bluebird Account, or transactions you make:

- (i) where it is necessary for completing transactions;
- (ii) in order to verify the existence and condition of your Bluebird Temporary Card, Bluebird Personalized Card, or Bluebird Account for ourselves or for a third party, such as a credit bureau or Merchant;
- (iii) in order to verify your identity or any accounts you hold (including wireless service accounts);
- (iv) in order to comply with government agency or court orders;
- (v) if you give us your written permission; or

- (vi) in accordance with our Privacy Notice and Privacy Statement, which can be found on the Website.

We may disclose your first name, last name and email address to the individual or user that you are seeking to transact with or are transacting with via Bluebird. For example, if you initiate a Request Money transaction, we will share your first and last name and email address with the individual or user you are requesting the money from. We may also show your name in that user's transaction history.

Additionally, we may share your address and contact information with a Merchant from whom you purchased goods/services using the Bluebird Account to allow the Merchant to process your order and perform any related customer service function.

## **16. LIABILITY FOR UNAUTHORIZED TRANSFERS; ERROR RESOLUTION**

### **A. Warning Regarding Unverified Accounts**

It is important to register for a Bluebird Account as soon as possible. Until you register for a Bluebird Account, and we verify your identity, we are not required to research or resolve any errors regarding transactions made with your Bluebird Temporary Card. To register for a Bluebird Account, go to the Website or call Customer Service.

If your Bluebird Temporary Card or Bluebird Temporary Card number is lost or stolen before you register, or if you believe the security of your Bluebird Temporary Card has been compromised, contact Customer Service immediately. You will be required to provide your name, address, Bluebird Temporary Card number and Card Security Code and other details for identification purposes. You agree to provide all reasonable information and assistance requested by us to make a complete investigation of the loss or theft. If your Bluebird Temporary Card is lost or stolen, we will issue you a replacement Bluebird Temporary Card with a value equal to the Available Funds on your Bluebird Temporary Card at the time you notified us of the loss or theft. **NO REFUNDS WILL BE PROVIDED FOR AMOUNTS DEBITED FROM YOUR UNREGISTERED LOST OR STOLEN BLUEBIRD TEMPORARY CARD BEFORE YOU NOTIFIED US.**

### **B. Your Liability for Unauthorized Transactions With Your Bluebird Account After Registration**

If you believe your Bluebird Personalized Card has been lost or stolen, or that someone might have obtained your login credentials for the Website or Bluebird Mobile Application, then notify us as follows:

- (i) Through the Website or Bluebird Mobile Application;
- (ii) Call Customer Service; or
- (iii) Write Bluebird Customer Care, P.O. Box 826, Fortson, GA 31808.

Tell us AT ONCE if you believe your Bluebird Personalized Card has been lost or stolen, you believe that someone has obtained your login credentials for the Website or Bluebird Mobile Application, or if you believe that an unauthorized transaction has been made on your Bluebird Account. Notifying us via the Website, the Bluebird Mobile Application, or telephone is the best way of keeping your possible losses down. You could lose all the money in your Bluebird Account. If you tell us within 2 business days after you learn of the loss or theft of your Bluebird Personalized Account or that someone obtained your login credentials, you can lose no more than \$50 if someone used your Bluebird Personalized Card or login credentials without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Bluebird Personalized Card, or of someone obtaining your login credentials, and we can prove we could have stopped someone from using your Bluebird Personalized Card or your login credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was made available to you electronically, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

You should also call Customer Service or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

### **C. Notice of Errors for Verified Accounts**

Contact us via the methods described above as soon as you can if you think your periodic statement or receipt/transaction confirmation is incorrect or if you need more information about a transaction listed on a statement or receipt. Please contact us not later than 60 days after we sent the FIRST statement on which the problem or error appeared to avoid possibly being held liable for the problem or error.

When notifying us, you must:

- (1) Tell us your name and Bluebird Account number;
- (2) Describe the error or the transfer you are unsure about, and explain why you believe it is an error or why you need more information; and
- (3) Tell us the dollar amount of the suspected error.

If you contact us by phone, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Bluebird Account within 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 10 business days, we may not credit your Bluebird Account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Bluebird Account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

## **17. OTHER IMPORTANT NOTICES**

### **A. No Warranties**

We are not responsible or liable to you (i) for any interruption in your use of the Bluebird Temporary Card, (ii) for the quality, safety, legality or any other aspect of any goods or services purchased from any Merchant with the Bluebird Temporary Card, (iii) if any Merchant refuses to honor the Bluebird Temporary Card or Special Offers, and/or (iv) for any other problems you may have with any Merchant. Subject to applicable law, if you have a dispute with a Merchant, you agree to settle the dispute directly with the Merchant. If a Merchant fails to honor the Bluebird Temporary Card, please call Customer Service to report the incident.

### **B. Changing this Cardholder Agreement**

We may change the terms of, or add new terms to, this Cardholder Agreement at any time, with or without cause, and without giving you notice, subject to applicable law. In addition, we may suspend, cancel, add, modify or delete any feature or benefit offered in connection with the Bluebird Temporary Card at our sole discretion and at any time, with or without cause, and without giving you notice, subject to applicable law. We reserve the right to deliver to you any notice of changes to existing terms or the addition of new terms by US Mail or electronically to the street and/or email address you have provided for your Bluebird Temporary Card or by posting such notice at the Website. Any notice given by us shall be deemed given when deposited in the United States Mail, postage prepaid, addressed to you at the latest address shown on our records, when sent electronically to the email address you have provided for your Bluebird Temporary Card, or when posted at the Website. The most current Cardholder Agreement may always be found at the Website.

### **C. Assignment and Waiver**

We may assign this Cardholder Agreement to a third party at any time without notice to you. However, if we assign this Cardholder Agreement, the terms will remain substantially and materially the same unless you are notified. If we reimburse you for a refund claim you have made for a lost or stolen Bluebird Temporary Card, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Bluebird Temporary Card, you are automatically deemed to assign and transfer to us any rights and claims, excluding tort claims, that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Bluebird Temporary Card. You agree that you will not pursue any claim against, or reimbursement from, such third party for the amount that we paid or credited to your Bluebird Temporary Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited. Neither our failure to exercise any of our rights under this Cardholder Agreement, nor our delay in enforcing or exercising any of our rights, shall constitute a waiver of such rights. If we waive any right under this Cardholder Agreement on one occasion, such waiver shall not operate as a waiver as to any other occasion.

### **D. Telephone Monitoring/Recording**

Subject to applicable law, from time to time we may monitor and/or record telephone calls between you and us to assure the quality of our Customer Service or as required by applicable law.

### **E. Special Offers and Marketing for Bluebird Temporary Card Cardholders**

Special Offers may be available from time to time at participating Merchants. As a Bluebird Temporary Card cardholder, you may also be eligible to participate in various special programs from time to time. Specific terms, conditions and restrictions for each such offer or special program (collectively, "Special



Offers) can be accessed at the Website. We take no responsibility for Special Offers. We reserve the right to add to, change and/or cancel Special Offers at any time.

## **18. ARBITRATION**

### **A. Agreement to Arbitrate Disputes**

This Arbitration Provision sets forth the circumstances and procedures under which Claims (defined below) that arise between you and us will be resolved through binding arbitration. This means that neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim. Other rights that you would have in court also may not be available or may be limited in arbitration, including your right to appeal and your ability to participate in a class action. Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that Claim is pending only in that court.

### **B. Definitions**

As used in this Arbitration Provision, the term "Claim" shall mean and include any claim, dispute or controversy of every kind and nature, whether based in law or equity, between you and us arising from or relating to the Bluebird Temporary Card or this Cardholder Agreement, as well as any related or prior agreement that you may have had with us or the relationships resulting from any of the above agreements ("Agreements"), including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with the Bluebird Temporary Card (including, but not limited to, third parties who accept the Bluebird Temporary Card, third parties who use, provide or participate in programs accessed with the Bluebird Temporary Card, enrollment services and rewards programs, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. As used in this Arbitration Provision, "you" and "us" also includes any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and any third party using or providing any product, service or benefit in connection with the Bluebird Temporary Card.

### **C. Initiation of Arbitration Proceeding/Selection of Administrator**

Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"), except to the extent the Code conflicts with this Agreement. Claims shall be referred to either JAMS ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of either of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitration administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact (1) JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614; [www.jamsadr.com](http://www.jamsadr.com), and/or (2) AAA at 335 Madison Avenue, New York, NY 10017, [www.adr.org](http://www.adr.org). In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to Section 5 of the Federal Arbitration Act, 9 US C. Sections 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of the Restrictions on Arbitration provision set forth below.

#### **D. Class Action Waiver and Other Restrictions**

Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Cardholder Agreement (including the "Continuation" provision below), and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply.

#### **E. Arbitration Procedures**

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 US C. Sections 1-16, as it may be amended ("FAA"), and the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. Federal or state rules of civil procedure or evidence shall not apply. Written requests to expand the scope of discovery rest within the arbitrator's sole discretion and shall be determined pursuant to the applicable Code. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the written arbitral award may be entered in any court having jurisdiction. Subject to the right of appeal under the FAA, the arbitrator's written decision will be final and binding unless you or we take an appeal from the award by making a dated, written request to the arbitration organization within 30 days from the date of entry of the written arbitral award. A three-arbitrator panel administered by the same arbitration organization shall consider anew any aspect of the award objected to by the appellant, conduct an arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The panel's majority vote decision shall be final and binding.

#### **F. Location of Arbitration/Payment of Fees**

The arbitration shall take place in the federal judicial district of your residence. Irrespective of who prevails in arbitration, you will only be responsible for paying your share, if any, of the arbitration fees required by the applicable Code, which amount shall not exceed the filing fees you would have incurred if the Claim had been brought in the appropriate state or federal court closest to your residence. We will pay the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees. Waivers also may be available from JAMS or the AAA.

#### **G. Continuation**

This Arbitration Provision shall survive termination or expiration of the Bluebird Temporary Card, as well as voluntary payment in full of any Shortages, any debt collection proceeding by or between you and us, and any bankruptcy by you or us. If any portion of this Arbitration Provision, except the "Class Action Waiver and Other Restrictions" provision above, is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration Provision, this Cardholder Agreement or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

## **19. APPLICABLE LAW**

This Cardholder Agreement and your Bluebird Temporary Card, and all questions about their legality, enforceability and interpretation, are governed by the laws of the State of New York, USA (without regard to internal principles of conflicts of law).

## **20. OTHER TERMS**

Purchase Protection is underwritten by AMEX Assurance Company, Administrative Office, Phoenix, AZ under Policy AX0951, Policy AX0952, Policy AX0956, or Policy PP-IND. Coverage is determined by the terms, conditions, and exclusions of the Policies applicable to your Card and is subject to change with notice. This document does not supplement or replace the Policy. Shipping and handling costs of the purchase will not be refunded. Certain purchases are not covered, e.g. items lost by Card Member, consumable and perishable items, motorized vehicles and their parts or accessories, and items damaged partially or entirely by natural disaster or normal wear and tear. Other important exclusions apply. You will only be reimbursed for the amount charged to your eligible Card; coverage is limited up to USD \$1,000 per occurrence; not to exceed \$50,000 per Card Member account per calendar year. You may be required to send the purchased item to us, in which case we will reimburse you for shipping cost. To be eligible for claim payment, your account must be in good standing on the eligible card that maintains the original charge. This product provides secondary coverage. This means it pays eligible benefits not paid by any primary insurance that you have. For full Terms and Conditions, see [www.americanexpress.com/PPTerms](http://www.americanexpress.com/PPTerms).

While Global Assist<sup>®</sup> Hotline coordination and assistance services are offered at no additional charge from American Express, Card Members are responsible for the costs charged by third-party service providers. For full Terms and Conditions, see [www.americanexpress.com/GATerms](http://www.americanexpress.com/GATerms).

## **21. ADDITIONAL RESOURCES**

Contact American Express Travel Related Services Company, Inc. by calling 1-877-486-5990, by mail at Bluebird Customer Care, P.O. Box 826, Fortson, GA 31808, or visit [bluebird.com](http://bluebird.com).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).

## Bluebird® by American Express® Short Form Disclosure

Monthly fee <b>\$0</b>	Per purchase <b>\$0</b>	ATM withdrawal <b>\$0</b> in-network <b>\$2.50*</b> out-of-network	Cash reload <b>\$3.95*</b>
ATM balance inquiry (in-network or out-of-network)			N/A
Customer service (automated or live agent)			\$0
Inactivity Fee			\$0
<p>*This fee can be lower depending on where this card is used.</p> <p><b>No overdraft/credit feature.</b> Register your card for FDIC insurance eligibility and other protections.</p> <p>For general information about prepaid accounts, visit <a href="http://cfpb.gov/prepaid">cfpb.gov/prepaid</a>. Find details and conditions for all fees and services inside the package or call <b>1-877-486-5990</b> or visit <a href="http://bluebird.com">bluebird.com</a>.</p>			