

List of all Fees for Gift Card Market Incentive Mastercard® (“List of All Fees”)

Fee	Fee Description Online/Statement	Fee Amount	Details
Using your Card outside the U.S.			
International POS Purchase (Signature or PIN)	International Purchase Fee	3%	This is the percentage of the total US dollar purchase amount you will be charged for any international purchase.

The funds on your Card are NOT insured by the FDIC or any other federal state agency. You may view your card balance at: <https://www.giftcardmarket.com/checkbalance> and you may review transactions by calling our automated customer service system at 1-855-449-2273.

No overdraft/credit feature.

Contact us by calling 1-855-798-2146, by mail to Gift Card Market Incentive Mastercard, C/O Akimbo, P.O. Box 700172, San Antonio, TX, 78270 or visit us at <https://giftcardmarket.com>.

For general information about prepaid accounts, visit cfpb.gov/prepaid.

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

Gift Card Market Incentive Mastercard®

Important: Please read this Agreement carefully and keep it for your records.

This document constitutes the agreement ("**Agreement**") outlining the terms and conditions under which this **Gift Card Market Incentive Mastercard** has been issued to you. The Card is issued by **Sunrise Banks N.A., Member FDIC**, pursuant to a license from Mastercard International Incorporated.

Definitions. In this Agreement, the words "**you**" and "**your**" means the Card Owner. "**Card Owner**" means any person issued a Card. "**We**", "**us**", "**our**" and "**the Bank**" means **Sunrise Banks N.A.**, the issuer of the Card. "**Sponsor**" means the company named in the materials provided with the Card. "**Business days**" are Monday through Friday, excluding federal holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open. "**Card**" means the Virtual Mastercard, along with the expiration date and security code, that is issued to you by us. "**Card Account**" means the account we maintain on your behalf to track your Card balance on deposit with us and record transactions made using your Card or by other means authorized by this Agreement. "**Card Number**" means the 16-digit number associated with the Virtual Card. "**PIN**" means personal identification number. "**Access Information**" means collectively your PIN, online username, password, challenge questions, and any other security information used to access your Virtual Card.

Agreement to Terms. By using the Card, you agree to the terms of this Agreement. If you do not agree to the terms of this Agreement or do not want to use the Card, please immediately cease use of any Virtual Card and call us at 1-855-798-2146 to cancel your Card. You should always keep a record of your Card number, and the customer service phone number provided herein in case of loss or theft of your Card. **We will not be able to assist you if your Card is lost or stolen unless you have your Card number.**

Prepaid Card Description. The Virtual Card is a prepaid virtual card, which has all the features of a prepaid card, but a plastic card is not issued for access. The Card is provided to you as part of a customer incentive program sponsored by the Sponsor and is loaded by the Sponsor with a specific amount of funds. This Card is not a credit card or charge card that allows you to make purchases and pay later and using the Card will not affect your credit history. The Card is not connected in any way to any other account. You will not receive any interest on the funds on your Card. The Card will remain the property of the Bank and must be surrendered upon demand. The Card is nontransferable and may be canceled or revoked at any time without prior notice except as required by law.

The funds on your Card are NOT insured by the FDIC or any other federal state agency. You may view your card balance at: <https://www.giftcardmarket.com/checkbalance> and you may review transactions by calling our automated customer service system at 1-855-449-2273.

Personal Identification Number "PIN". A PIN is a four-digit code that may be used to make purchase transactions instead of signing for your transaction. For your Virtual Card, your PIN will be automatically set to the last four (4) digits of the card number. Some merchants may require you to make purchases using a PIN rather than your signature. You may change or reset your PIN by calling 1-855-798-2146 and select Option 1. Your PIN may not be used to obtain cash at an ATM or cash back at a POS terminal. To prevent unauthorized access to the Card balance, you agree to keep your PIN confidential. We recommend that you memorize your PIN and do not write it down.

Activating Your Virtual Card. Once you receive the virtual card via mobile phone or email, and click on the link, your virtual card will be activated.

Using Your Card. Your card will be activated automatically Subject to terms and limitations set forth in this Agreement, once you have activated your Card, you may use your Card or Card Number, as applicable, to purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Card Account (see "*Using Your Virtual Card for Purchases*" below).

Each time you use your Card, Card Number or Account Number to purchase goods or services or initiate another type of funds transfer authorized by this Agreement, you authorize us to reduce the available balance in your Card Account by the amount of the transaction plus applicable fees, if any. You agree that you will: (i) not use your Card at gambling websites or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of your Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any Access Information used to access your Card Account information or Card funds; (iv) not use the Card for business purposes; and (v) use the Card only as permitted by us. The Card may not be accepted by certain merchants whose goods or services are not legal for minors. We may refuse to process any transaction that we believe violates the terms of this Agreement.

Limitations on Card Usage. Use of your Card is subject to the limitations set forth below, and no transaction may exceed the value available in your Card Account. For security reasons, we may further limit the amount or number of transactions you can make with your Card on a daily or monthly basis, or in the aggregate, and we may limit the dollar amount of transactions to or from your Card Account. We may increase or decrease these limits or add additional limits from time to time in our sole discretion without prior notice to you except as required by law.

Limitation Type		Frequency and/or Dollar Limits (for typical transactions)
Card Limits		
Maximum Card Account balance		\$5,000.00 at any given time
Spend Limits*		
Card Purchases (Signature & PIN)		\$5,000.00 per day

*Other third parties involved in the transaction (e.g. reload network, bank teller) may have their own daily, weekly, or monthly limits on the frequency and/or dollar amount of the transactions you request.

The Sponsor of this card may restrict the use of this card at certain merchants or locations. You may view restrictions in the “Restrictions” tab within the cardholder portal at <https://www.giftcardmarket.com/terms-and-conditions>. If you are having issues making a purchase, or you need assistance on where you card may be used, please contact us at 1-855-798-2146 between 7:00AM to 7:00PM CT Monday – Friday to speak with our representatives.

Using Your Virtual Card. You can use your Card to purchase goods and services everywhere Debit Mastercard is accepted, via physical location, Internet, Telephone and Mail order, subject to the limitations and sponsor restrictions, if any (see “*Limitations on Card Usage*” above). Merchants may choose to route a transaction through as a PIN or signature purchase. If you do not have enough funds available in your Card Account for the entire purchase, you can instruct the merchant to debit part of the purchase to your Card Account and pay the remaining amount with other funds. These are called split transactions, and some merchants do not permit them. If a merchant attempts to process a transaction for more than the value available in your Card Account, or if the transaction will cause the purchase limit we have established to be exceeded, then the transaction will decline. Unusual or multiple purchases may prompt a merchant inquiry or card suspension to allow us to investigate such unusual activity.

Merchant Authorization Holds. When you use your Card to pay for goods or services, certain merchants (such as restaurants and hotels) may ask us to authorize the transaction in advance and may estimate its final value up to twenty 20% (or more) to cover any tip or gratuity that you may add to the purchase. If this occurs and your total bill, after adding in the additional 20% (or more), exceeds the amount available on the Card, your transactions will be declined. Accordingly, you should ensure that the Card has an available balance that is 20% (or more) greater than your total bill prior to using the Card for these types of purchases.

Available Balance. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable fees, taxes or other charges assessed by the merchant. Transactions that exceed the remaining balance on your Card are prohibited and should be declined at the point of sale. If, notwithstanding an insufficient balance, an authorization is received by the merchant or the merchant uses other means to proceed with the transaction, then you agree to reimburse us for any amount in excess of the Card balance for such a transaction.

Negative Balance. You acknowledge and agree that the value available in your Card Account is limited to the funds that have been loaded to your Card Account on your behalf. Each time you use your Card; you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You may not initiate transactions exceeding the available balance in your Card Account. Nevertheless, if any fees, transaction fees from merchants or other activity cause your Card Account to have a negative balance, you agree to pay us immediately for the full amount of the negative balance without further demand. We do not offer an overdraft or other credit feature with this Card. We may deduct the negative balance owing from any current funds available on any other account you activate or maintain with us. If your Card Account has a zero or negative balance, we may, at our option, cancel your Card Account without notice.

Refunds for Purchases Made with the Card. Any refund for goods or services purchased with the Card Account will be made in the form of a credit to the Card and pursuant to the refund policy of the merchants where such goods or services were purchased. If you receive a credit, the credit may not be added to the available funds on the Card for seven (7) business days. You are not entitled to receive a cash refund.

Disputes with Merchants. We are not responsible for the delivery, quality, safety, legality or any other aspect of goods and services that you purchase from others with a Card. All such disputes should be addressed to the merchants from whom the goods and services were purchased.

Reversal. Point of sale transactions cannot be reversed. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold of funds equal to the estimated purchase amount, for up to seven (7) days.

Receipts and Transaction History.

Receipts. You should get a receipt from the merchant at the time you make a transaction or obtain cash using your Card. Please note there are some merchants that choose not to provide a receipt if the amount of the transaction is \$15 or less.

Card Account Balance and Transaction History. You are responsible to keep track of the available balance on your Card. You can obtain information about the amount of money you have remaining in your Card Account at <https://www.giftcardmarket.com/checkbalance>. You will not be assessed a fee to check your balance using our automated telephone system agent. You also have the right to obtain at least 24 months of written history of your Card Account transactions by calling 1-855-798-2146 or by writing us at Customer Service Department, P.O. Box 700172, San Antonio, TX, 78270.

Foreign Transactions. If you obtain your funds (or make a purchase) in a currency other than U.S. dollars, the amount deducted from your funds will be converted by the Mastercard Card Association into U.S. dollars. The Mastercard Card Association will establish a currency conversion rate for this convenience using a rate selected by the Mastercard Card Association from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate the Mastercard Card Association itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance. Fees may apply for foreign transactions (see “*List of all Fees*” above).

Change in Terms. Subject to the requirements and limitations of applicable law, we may at any time add to, delete, or change the terms of this Agreement without advance notice to you except as required by law. Advance notice may not be given if we need to make the change immediately to maintain or restore the security of your Card or Card Account or any related payment system. The most up-to-date Agreement may always be found at <https://giftcardmarket.com/incentive>.

Cancellation and Suspension. We reserve the right, in our sole discretion, to limit your use of the Card. We may refuse to issue a Card Account or may revoke or suspend your Card Account privileges with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, contact us at 1-855-798-2146. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. Our cancellation of Card Account privileges will not otherwise affect your rights and obligations under this Agreement. Unless you have engaged in fraud or other illegal activities using your Card, if your Card Account privileges are cancelled or suspended, you may request the unused balance to be returned to you via a check by calling us at 1-855-798-2146 or writing to us at Customer Service Department PO Box 700712, San Antonio, Texas 78270-0172 and providing us with your name, address, and Card number.

Card Expiration/Settlement. Subject to applicable law, you may use the Card only through its expiration date, which is stated on the front of the Card, or included when you receive your Virtual Card Number. If you attempt to use the Card after the expiration date, the transactions may not be processed.

Unclaimed Property. You acknowledge and agree that we may be required by applicable law to turn over to a state government authority any funds remaining on your Card Account after a period of inactivity or dormancy. Card funds in Card Accounts will be remitted to the custody of the applicable state agency in accordance with state law, and we will have no further liability to you for such funds unless otherwise required by law.

Information Given to Third Parties. We may disclose information (including personally identifiable information) to third parties about you, the Card, your Card Account, and the transactions related to the Card or Card Account:

- (i) where it is necessary or helpful for completing a transaction.
- (ii) in order to verify the existence and condition of the Card or Card Account for a third party (e.g., a merchant).
- (iii) in order to comply with any law or to comply with requirements of any government agency or court order.
- (iv) if you give us your written consent.
- (v) to service providers who administer the Card or the Card Account or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services.
- (vi) in order to prevent, investigate or report possible illegal activity.
- (vii) in order to issue authorizations for transactions on the Card.
- (viii) in accordance with our Privacy Policy; and
- (ix) as otherwise permitted by law.

When you are *no longer* our customer, we continue to share your information as described in this notice.

Information Security. Only those people who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic, and procedural security measures that comply with federal regulations to safeguard Cardholder Information. Please see the Bank's Privacy Policy for further details.

No Warranty of Availability or Uninterrupted Use. From time to time, services related to the Card may be inoperative. When this happens, you may be unable to use your Card or obtain information about your Card. Please notify us if you have any problems using your Card. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

Protecting Your Access Information. To prevent unauthorized access to your Card and Card Account, you agree to keep your Access Information confidential. We recommend that you memorize your Access Information and do not write it down. If you believe the security of your Access Information has been compromised in any way (for example, your password has been lost or stolen, someone has attempted to use our website under your user name without your consent, or your Card has been accessed), you must notify us immediately. Under certain circumstances, we may deny your access to our website in order to maintain or restore security or performance of the website. We may do so if we reasonably believe your Access Information has been or may be obtained or is being or may be used by an unauthorized person. We may try to notify you in advance but cannot guarantee we will do so.

How to Notify Us of Lost or Stolen Card, PIN or Unauthorized Transfers. If you believe your Card or any other Access Information has been lost or stolen, call: 1-855-798-2146 or write: **FiCentive, Inc., P.O. Box 700172, San Antonio, TX, 78270**. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Card or Access Information without your permission.

Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Card or Access Information has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission. Telephoning us at 1-855-798-2146 is the best way to minimize your possible losses. You could lose all the money in your Card Account. You agree that any unauthorized use does not include use by a person to whom you have given authority to use or access your Card Account or Access Information and that you will be liable for all such uses and funds transfers by such person(s).

If you tell us within two (2) business days after you learn of the loss or theft of your Card or Access Information you can lose no more than \$50 if someone used your Card or Access Information without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or Access Information and we can prove we could have stopped someone from using your Card or Access Information without your permission if you had told us within this time frames, you could lose as much as \$500 if someone used your Card or Access Information without your permission.

Also, if your electronic history shows transactions that you did not make, including those made by Card, Access Information or by other means, tell us AT ONCE. If you do not tell us within one hundred twenty (120) days after the alleged unauthorized transfer was credited or debited to your Card Account, you may not get back any money you lost after this period 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 learning of the unauthorized transaction and telling us, we will extend the time periods for a reasonable period in our sole discretion.

Additional Limits on Liability Under Mastercard Rules. Under Mastercard Rules, you will not be liable for any unauthorized transactions using your Card Account you can demonstrate that you have exercised reasonable care in safeguarding your Card from risk of loss or theft. You must notify us within two (2) days after the electronic statement was made available to you showing unauthorized transaction(s) in order to take advantage of any such limited liability provisions.

Our Liability for Failing to Make Transfers. If we do not complete a transaction to or from your Card Account on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) if, through no fault of ours, your Card funds are insufficient for the transaction or are unavailable for withdrawal (for example, because there is a hold on your funds, or your funds are subject to legal process);
- (2) if a computer system, or POS terminal was not working properly, and you knew about the problem when you started the transaction.
- (3) if a merchant refuses to honor your Card.
- (4) if circumstances beyond our control (such as fire, flood, terrorist attack or national emergency) prevent the transaction, despite reasonable precautions that we have taken.
- (5) if any failure or malfunction is attributable to your equipment, to merchant or ATM equipment, or to any internet service or payment system.
- (6) if you attempt to use a Card that has not been properly activated.
- (7) If your Card or Access Information has been reported as lost or stolen, if your Card Account has been suspended by us, or we have reason to believe the transaction is not authorized by you; or
- (8) As otherwise provided in this Agreement.

Information about Your Right to Dispute Errors. In case of errors or questions about your Card Account, please contact us as soon as possible at 1-855-925-4626 or write to us at FiCentive, Inc, P.O. Box 700172, San Antonio, TX, 78270. We must allow you to report an error until one hundred twenty (120) days after the transfer allegedly in error was credited or debited to your Card Account. You may request a written history of your transactions at any time by contacting us at the telephone number or address above. You will need to tell us: (1) your name; (2) your Card Number, (3) why you believe there is an error, (4) the dollar amount involved, and (5) approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Card Account within ten (10) business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Card Account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to provisionally credit your Card Account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at the telephone number shown above.

Questions. FiCentive, as the third party that administers the Card program, is responsible for customer service and for resolving any errors in transactions made with your Card. If you have questions regarding your Card, you may call 1-855-798-2146 or write FiCentive, Inc, P.O. Box 700172, San Antonio, TX, 78270 or <https://giftcardmarket.com>.

Communications. We may contact you from time to time regarding your Card Account. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- (1) contact you by mail, telephone, email, fax, recorded message, text message or personal visit.
- (2) contact you by using an automated dialing or similar device ("Autodialer").
- (3) contact you at your home and at your place of employment.
- (4) contact you on your mobile telephone.
- (5) contact you at any time, including weekends and holidays.
- (6) contact you with any frequency.
- (7) leave prerecorded and other messages on your answering machine/service and with others; and
- (8) identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Card Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may suppress caller ID and similar services when contacting you regarding your card. When you give us your mobile telephone number, you hereby expressly agree that we or any third party acting on our behalf may contact you at this number, including through the use of an Autodialer or prerecorded message. You may request this number not be used by calling 1-855-798-2146 or write FiCentive, Inc, P.O. Box 700172, San Antonio, TX, 78270.

We may offer options that allow you to receive or access text messages or other electronic communications or Card Account alerts from your mobile phone. By enrolling for these types of communications, you understand and agree to be responsible for any fees or charges you incur as a result of this enrollment.

If you ask us to discuss your Card Account with someone else, you must provide us with documents that we ask for and that are acceptable to us.

Governing Law, Court Proceedings, Damages, Arbitration. Except as set forth in the Waiver of Jury Trial and Arbitration Agreement below, (1) this Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Minnesota; (ii) any action or proceeding with respect to this Agreement or any services hereunder shall be brought only before a federal or state court in the State of Minnesota; and (iii) you agree to pay upon demand all of our costs and expenses incurred in connection with the enforcement of this Agreement. If we are served garnishments, summonses, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction.

ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL. PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED FOR IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.

Agreement to Arbitrate. You and we (defined below) agree that any Dispute (defined below) will be resolved by Arbitration. This agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the substantive law of the State of Minnesota (without applying its choice-of-law rules).

What Arbitration Is. "Arbitration" is a means of having an independent third party resolve a Dispute. A "Dispute" is any claim or controversy of any kind between you and us. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to your application for a Sunrise Banks account or Card and whether or not a Sunrise Banks Mastercard prepaid card is provided to you, based on any legal or equitable theory (contract, tort, or otherwise) and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon a federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability, or scope of this arbitration agreement.

For purposes of this arbitration agreement, the terms "you" and "your" include any Authorized User, co-signer, co-obligor, or guarantor and also your heirs, guardian, personal representative, or trustee in bankruptcy. The terms "we," "our," and "us" mean either the Bank and include employees, officers, directors, members, managers, attorneys, affiliated companies, predecessors, and assigns the Bank as well as the marketing, servicing, and collection representatives and agents of either or both.

How Arbitration Works. If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing an arbitration complaint must choose either of the following arbitration firms for initiating and pursuing arbitration: the American Arbitration Association ("AAA") or JAMS, The Resolution Experts. If the parties mutually agree, a private party, such as a retired judge, may serve as the arbitrator. If you claim you have a Dispute with us, but do not initiate arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

American Arbitration Association
1633 Broadway, 10th Floor
New York, NY 10019
Web site: www.adr.org
Telephone (800) 778-7879

JAMS, The Resolution Experts
1920 Main Street, Suite 300
Irvine, CA 92614
Web site: www.jamsadr.com
Telephone (949) 224-1810 or (800) 352-5267

In the event both AAA and JAMS are unavailable to decide a Dispute, the parties agree to select another neutral party experienced in financial matters to decide the Dispute. If such an independent arbitrator cannot be found, the parties agree to submit any Dispute to a state or federal judge, sitting without a jury, for resolution on an individual and not a class-wide basis.

The policies and procedures of the selected arbitration firm will apply provided such policies and procedures are consistent with this arbitration agreement. To the extent the arbitration firm's rules or procedures are different than the terms of this arbitration agreement, the terms of this arbitration agreement will apply.

What Arbitration Costs. No matter which party initiates the arbitration, we will advance or reimburse filing fees and other costs or fees of arbitration, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

Location of Arbitration. Unless you and we agree to a different location, the arbitration will be conducted in the county where you reside.

Waiver of Rights. You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. You and we agree that the arbitrator has no authority to conduct class-wide arbitration proceedings and is only authorized to resolve the individual Disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a court of competent jurisdiction and not by the AAA, JAMS, or an arbitrator. If such court refuses to enforce the waiver of class-wide arbitration, the Dispute will proceed in court and be decided by a judge, sitting without a jury, according to applicable court rules and procedures, and not as a class action lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party.

Applicable Law and Review of Arbitrator's Award. The arbitrator shall apply applicable federal and Minnesota substantive law and the terms of this Agreement. The arbitrator must apply the terms of this arbitration agreement, including without limitation the waiver of class-wide arbitration. The arbitrator shall make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and with applicable law, and if it is not, it may be set aside by a court. The parties shall have, in addition to the grounds referred to in the Federal Arbitration Act for vacating, modifying, or correcting an award, the right to judicial review of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether the conclusions of law are erroneous under the substantive law of Minnesota and applicable federal law. Judgment confirming an award in such a proceeding may be entered only if a court determines that the award is supported by substantial evidence and is not based on legal error under the substantive law of Minnesota and applicable federal law.

Survival. This arbitration provision shall survive: (1) cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

Right to Opt-Out. *If you do not wish to agree to arbitrate all Disputes in accordance with the terms and conditions of this section, you must advise us in writing at the following address by either hand delivery or a letter postmarked within thirty (30) days following the date you enter into this Agreement. You may opt-out without affecting your application or cardholder status.*

Sunrise Banks
200 University Avenue West Suite 200
Saint Paul, MN 55103

Assignability. We may assign or transfer our rights and obligations under this Agreement at any time without prior notice to you. The Card Account established under this Agreement is not assignable or transferable by you. 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.

Miscellaneous Provisions. We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Waiver of Jury Trial and Arbitration above, 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 Account. 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.

Customer Service

For all customer service information regarding the Card, please contact:

1-855-798-2146 or write to us at Customer Service Department PO Box 700712, San Antonio, Texas 78270-0172. This Agreement is

effective May 2025

WHAT DOES SUNRISE BANKS, N.A. DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial Companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how collect, share and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information that we collect, and share depend on the product or service you have with us. This can include:

- Social Security Number and Date of Birth
- Address of Residence and Government Issued Identification
- Transaction History

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All Financial Companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons Financial Companies can share their customers' personal information; the reasons Sunrise Banks, N.A. chooses to share; and whether you can limit the sharing.

Reasons we can share your personal information	Does Sunrise Banks, N.A. Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transaction, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes – to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences.	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness.	No	We don't share
For our affiliates to market to you.	No	We don't share
For non-affiliates to market to you.	No	We don't share

Questions?

Call 1-855-925-4626

Who we are

Who is providing this notice?

Sunrise Banks, N.A.

What we do

How does Sunrise Banks, N.A. protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Sunrise Banks, N.A. collect my personal information?

We collect personal information, for example, when you

- Open a Card Account or use your card
- Pay your bills or make a purchase
- Give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates everyday business purposes- information about your creditworthiness,
- Affiliates from using your information to market to you,
- Sharing for non-affiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies such as University Financial Corp. dba Sunrise Banks.*

Non affiliates

Companies not related by common ownership or control. They can be financial or nonfinancial companies.

- *Sunrise Banks, N.A. does not share with nonaffiliates so they can market to you.*

Joint Marketing

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include prepaid card companies.*