List of all fees for ZivoMoney Single Load Visa® Prepaid Card ("List of All Fees")

Fee Name	Statement Descriptor	Fee Amount	Frequency
Inactivity Fee	Dormancy Fee	$2.50	This is a fee that will be deducted from your Card balance **monthly** after each 12-month period of inactivity or non-use of your Card. An imposition of a fee or an adjustment due to an error or reversal for a prior transaction does not constitute activity.
Foreign Transaction Fee	Signature Transaction Fee (Int'l)	2.5%	This is a percentage of the total US dollar purchase amount charged for any international transaction.
Card Replacement Fee	Replacement Card Fee	$20.00	This is a fee that will be deducted from your Card balance if you request a replacement Card prior to the expiration date of your Card. This fee is applicable to Physical Cards only.

Register your Card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Sunrise Banks, N.A., an FDIC-insured institution, or another FDIC insured bank. Once there, your funds are insured up to $250,000 by the FDIC in the event the bank fails, if specific deposit insurance requirements are met and your Card is registered. See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact us by calling **1-888-988-7348**, by email at help@mycardholdersupport.com, or visiting zivomoney.payaccount.io.

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.

Cardholder Agreement

This Cardholder Agreement, including the List of all Fees, and any Privacy Notice provided to you by us (collectively referred to as this "Agreement"), sets forth the terms of your ZivoMoney Single Load Visa® Prepaid Card. Please read it carefully and retain it for your records. Your Card is issued by **Sunrise Banks N.A.,** Member FDIC pursuant to a license from Visa U.S.A. Inc.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account (including sub accounts). What this means for you: when you open an account, we may ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Definitions. In this Agreement, the words "**you"** and "**your**" means the Card Owner and any Authorized User of the Card. "**Card Owner**" means the person who qualified for and opened the Card and owns the funds in the Card. "**Authorized User**" means any person issued a Card at the request of the Card Owner and authorized by the Card Owner to use the Card. "**We**", "**us**", "**our**" and "**The Bank**" mean **Sunrise Banks**, the issuer of the Card. "**Card**" means the Single Load Visa Prepaid Card (Physical or Virtual) that is issued to you by us. **"Card Number"** means the 16-digit number associated 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. "**PIN**" means personal identification number. "**Access Information**" means collectively your PIN, online user name, password, challenge questions, and any other security information used to access your Card account.

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, do not use the Card, save your receipt, and call us at **1-888-988-7348** to cancel your Card and request a refund. When any provision in this Agreement states that we may take certain actions, we may do so at our sole discretion. The terms of this Agreement are subject to amendment at any time in accordance with the "Change in Terms" section below. 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. The Card is a Single Load Prepaid card loaded with a specific amount of U.S. dollars intended for personal purposes. Your Card does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card and may not provide the same rights to you as those available in credit card transactions. You will not receive any interest on the funds in your Card. The Card is not connected in any way to any other account. Your funds will never expire, regardless of the expiration date on the front of your Card. The Card will remain the property of the Bank, must be surrendered upon demand and is nontransferable.

Unless your Card has been registered with us, the funds on your Card will NOT be insured by the FDIC or any other federal or state agency. You may register your Card by calling us **1-888-988-7348** or visiting zivomoney.payaccount.io and providing us your name, address and Card number. Registering your Card will also allow you to view your Card balance and transaction history at zivomoney.payaccount.io and provide the additional security that may be required to allow you to use your Card for internet, mail and phone order purchases as well as requesting a replacement Card if your Card is lost or stolen.

Activating Your Card. Your Physical Card is given to you already activated. You must activate your replacement Physical Card prior to use by calling the customer service at **1-888-988-7348** or online via zivomoney.payaccount.io. You must redeem and activate your Virtual Card prior to use. To redeem and activate your Virtual Card, follow the instructions sent to you in the email with your Virtual Card.

Using Your Card and Card Number. Subject to terms and limitations set forth in this Agreement, once your Card has been activated, 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. Your Card may be used at merchants that accept Visa debit cards for purchases of goods and services (including internet, mail and phone order purchases), subject to the limitations in this Agreement.

Each time you use your Card or Card Number to purchase goods or services authorized by this Agreement, you authorize us to reduce the available balance in your Card 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 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. For security reasons, we may limit the number or amount of transactions you can make with the Card. You do not have the right to stop payment on any purchase or payment transactions that you originate through the use of your Card. You may not make pre-authorized regular payments from your Card.

PIN: A PIN is a four-digit code that may be used to make purchase transactions. To obtain your PIN please visit the zivomoney.payaccount.io or call **1-888-988-7348.** Only one (1) PIN will be issued for the Card. 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. Some merchants may require you to make purchases using a PIN.

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. 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 from your Card. The Card is restricted to purchase transactions only and does not have ATM access. **You cannot reload the Card or transfer Card value to other payment devices.** 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 balance	$999.99 at any given time
Spend Limits	
Card Purchases (PIN)	$999.99 per day

Adding Funds to Your Card. The Card is a prepaid card loaded with a specific amount of U.S. dollars intended for personal purposes only. The Card will be loaded for the value of the purchase made by you through the *CellPay Service at a retail location* up to the maximum Card balance outlined in the limitations table above. This is a Single Load Card and you will not be able to load your Card with additional funds.

Using Your Card for Purchases: You can use your Card to purchase goods and services where Visa prepaid cards are accepted, subject to the limitations in the Section above entitled "Limitations on Card Usage". If you do not have enough funds available in your Card for the entire purchase, you can instruct the merchant to charge part of the purchase to your Card 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, or if the transaction will cause the purchase limit we have established to be exceeded, then the transaction will be declined. Unusual or multiple purchases may prompt a merchant inquiry or Card suspension to allow us to investigate such unusual activity.

If you use your Card Number without presenting your Card (such as for mail order, telephone or Internet purchases), the legal effect will be the same as if you used the Card itself. For mail order, telephone, Internet or other card-not-present purchases, merchants may choose to route a transaction through as a PINpurchase. In these circumstances, we recommend that you ask the merchant whether your transaction will be routed as a PIN transaction.

When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your Card's funds for the amount indicated by the merchant (which may be more than the final settled transaction amount). If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an "authorization" or "hold" on your available balance for up to thirty (30) days. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your Physical or Virtual Card for the correct amount of the final transaction, however, and will release the hold on any excess amount when the transaction finally settles.

Using Your Card to Get Cash: You are not allowed to use your Card to obtain cash at ATMs or at merchants that have agreed to provide cash back at the point-of-sale ("POS").

Preauthorized Payments from Your Card. You are not allowed to use this Card to set preauthorize payments or make preauthorized electronic funds transfers from your Virtual Card.

Refunds for Purchases Made with the Card. Any refund for goods or services purchased with the Card will be made in the form of a credit to your 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.

List of All Fees. We will charge you, and you agree to pay the fees and charges set forth in the List of All Fees above. You may also login at zivomoney.payaccount.io/cardholder-agreement to view a complete list of fees. We generally deduct fees and charges from the Card at the time a fee or charge is incurred.

Receipts. You should get a receipt from the merchant at the time you make a transaction 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.

Physical or Virtual Card Balance and Transaction History. You can obtain information about the amount of money you have remaining in your Physical or Virtual Card by calling **1-888-988-7348**. You will not be assessed a fee to check your balance using our automated telephone system, although you may be assessed a fee if you wish to speak to a live agent (see our List of All Fees above). You may also obtain your balance information, along with a 12-month history of your Physical or Virtual Card transactions, at no charge by logging in to your Physical or Virtual Card at **zivomoney.payaccount.io.** You also have the right to obtain at least 12 months of written history of your Card transactions by calling **1-888-988-7348**, or by writing to us at help@mycardholdersupport.com. You will not be charged a fee for this written history unless you request it more than once per month. See our List of All Fees for fee information.

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 Visa into U.S. dollars. Visa will establish a currency conversion rate for this convenience using a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Visa 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 Card 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 in order to maintain or restore the security of your Card or any related payment system.

Cancellation and Suspension. We reserve the right, in our sole discretion, to limit your use of the Physical or Virtual Card. We may refuse to issue a Card or may revoke or suspect your Card 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 **1-888-988-7348** or help@mycardholdersupport.com. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. Our cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. Unless you have engaged in fraud or other illegal activities using your Physical or Virtual Card, if your Card privileges are cancelled or suspended, you may request the unused balance to be returned to you via a check to the mailing address we have in our records.

Card Expiration. The Physical or Virtual Card has an expiration date stated on its face, which is for fraud prevention and security purposes. You cannot use your Card after the expiration date, but you can order a replacement Card. Expiration of your Card does NOT result in the expiration of your Card's remaining value. Your Card's remaining value never expires. If available funds remain on your Card after the expiration date, simply contact us at **1-888-988-7348** to order a replacement Card loaded with the remaining value. There are no fees associated with ordering a replacement Card if your Card has expired. We reserve the right to decline to issue you a replacement Card in accordance with applicable law.

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 after a period of inactivity or dormancy. Card funds 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. If this occurs, we may try to locate the Card Owner at the address shown in our records, so we encourage you to keep us informed if you change your address. You may notify us of a change of address by logging in to your cardholder portal at zivomoney.payaccount.io or by calling Customer Service at **1-888-988-7348**.

Information Given to Third Parties. We may collect and disclose information (including personally identifiable information) to third parties about you, the Virtual or Physical Card, and the transactions related to the Card: (i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of the Card 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 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. Information Security: Only those persons 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.

We are required to periodically report certain Card information to the Visa Prepaid Clearinghouse Service (PCS) to assist in fraud prevention. Please contact PCS Customer Service for details regarding the information reported and on file with PCS.

Visa Prepaid Clearinghouse Service Customer Service Department
5005 Rockside Road, Suite 600-27
Independence, OH 44131 PH
Phone (844) 263-2111
Fax (844) 432-3609

PCS Customer Service Department's business hours are Monday – Friday, 9:00 a.m. – 5:00 p.m. Eastern Time.

Website Availability. Although considerable effort is expended to make the website and other means of communications and access available around the clock, we do not warrant that these forms of access will be available and error free at all times. 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. We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

Protecting Your Access Information. To prevent unauthorized access to your Virtual or Physical Card, 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 Virtual or Physical Card or any other Access Information has been lost or stolen, call: **1-888-988-7348** or write to help@mycardholdersupport.com. 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 Physical or Virtual Card Information has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission. Telephoning us at **1-888-988-7348** is the best way to minimize your possible losses. You could lose all the money on your Card. 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 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 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 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 frame, 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 120 days after the alleged unauthorized transaction was credited or debited to your Physical or Virtual Card, 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) keeps you from learning of the unauthorized transaction and telling us, we will extend the time periods for a reasonable period at our sole discretion.

Additional Limits on Liability Under Visa Rules. Under Visa Zero Liability rules, you will not be held responsible for unauthorized charges made with your Virtual or Physical Card information given you have used care in protecting your Virtual or Physical Card. You agree to review your monthly statement and/or transaction history and immediately report unauthorized use. Once an unauthorized transaction, that is covered by the Visa Zero Liability Policy, is reported, we will investigate in order to provide quick resolution. Provisional credit under this rule will be provided within 5 (five) business days if the investigation goes beyond that timeframe. However, this credit may be withheld, delayed, limited or rescinded based on gross negligence or fraud, a delay in reporting unauthorized use, account standing and history and/or if we need to investigate or verify the validity of your claim. Additional provisional credit guidelines and/or protections may apply per Regulation E and will be listed elsewhere within this Agreement if applicable. The transaction-at-issue must be posted to your Physical or Virtual Card before any replacement funds may be issued. The Visa Zero Liability Policy does not apply to certain commercial cards, anonymous prepaid cards or transactions not processed by Visa.

Our Liability for Failing to Make Transfers. If we do not complete a transaction to or from your Card 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 to any internet service or payment system;
(6) if you attempt to use a Card that has not been properly activated;
(7) If your Physical or Virtual Card has been reported as lost or stolen, if your Physical or Virtual Card 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 Physical or Virtual Card, please contact us as soon as possible at **1-888-988-7348** or write to us at help@mycardholdersupport.com. We must allow you to report an error until 120 days after the transaction allegedly in error was debited to your Physical or Virtual Card. 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 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 provisionally credit your Physical or Virtual Card within 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 10 business days, we may not credit your Physical or Virtual Card. For errors involving new accounts, point-of-sale, 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 provisionally credit your Physical or Virtual Card 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. Cardholder Support, 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 **1-888-988-7348** or write help@mycardholdersupport.com or visit zivomoney.payaccount.io.

Communications. We may contact you from time to time regarding your Card. 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 Virtual Card 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 **1-888-988-7348** or writing help@mycardholdersupport.com.

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

Change of Contact Information: If any of your contact information changes (e.g. physical address, mailing address, e-mail address, phone number or your name), you must notify us immediately. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. Failure to promptly notify us of changes in your contact information may result in information regarding the Card being mailed or e-mailed to the wrong person or your transactions being declined. You agree that we may accept changes of address from the U.S. Postal Service. You also agree that if you attempt to change your address to a non-U.S. address, your Card may be cancelled and funds returned to you in accordance with this Agreement.

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 South Dakota; (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 South Dakota; 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 South Dakota (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 Visa 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, 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 South Dakota 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 South Dakota 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 South Dakota 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 Physical or Virtual Card 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 Customer Service at **1-888-988-7348** or help@mycardholdersupport.com

This Agreement is effective **01 June 2026.**

FACTS	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 we 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 **1.888.988.7348**

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 Physical or Virtual Card 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.*