

## Commercial Prepaid Card Account Agreement

This Lifftoff Commercial Mastercard Account Agreement, including the Schedule of Fees and Charges (collectively referred to as this “**Agreement**”), sets forth the terms of your Lifftoff Commercial Mastercard Prepaid Card Account. 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 Mastercard. Company shall be responsible for notifying Cardholders of the relevant terms applicable to their Card use and for ensuring that each Cardholder complies with the terms and conditions set forth in this Agreement.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD 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 entity or person who opens an account (including sub accounts). When a Card Account is opened on behalf of Company, you will be asked to provide copies of certain information that will allow us to identify Company and Company’s principal owners and Cardholders. Company information which may be collected includes, but is not limited to; address, corporate organizational documents and certificates, and federal employee identification number (EIN). Personal information which may be collected from Company’s principal owners and Cardholders includes, but is not limited to; name, address, phone number, date of birth, social security number or individual tax-payer identification number (ITIN), driver’s license and/or passport.

**Definitions.** In this Agreement, the words “**you**” and “**your**” or “**Cardholder**” means the Company, any Primary Cardholder and any Secondary Cardholder of the Card. “**We**”, “**us**”, “**our**” and the “**Bank**” mean **Sunrise Banks, N.A.**, the issuer of the Card. “**Authorized Card Servicer**” means FiCentive the servicer for the Lifftoff Commercial Mastercard Card program, and its successors, affiliates, licensees or assignees. Any request for a Card or Card Account will be processed by the Authorized Card Servicer, acting on behalf of the Bank. Authorized Card Servicers are limited to commercial check cashers approved by the Bank to be an Authorized Card Servicer. “**Company**” means the commercial business who qualified for and opened the Card Account and owns the funds in the Card Account. Company must be a commercial business and may be an individual operating as a sole proprietorship, partnership, limited liability company, trust or other form of commercial entity authorized by applicable law. The owners or principals of the commercial business must also personally guaranty and be personally liable for all transactions associated with the Card(s) and the Card Account. All such guaranties are unlimited and joint and several in the case Company has multiple owners or principals. “**Primary Cardholder**” means the person issued the Primary Card and authorized by Company in writing to open and close the Card Account and associated Cards, add or remove Secondary Cardholders, obtain Card Account information, load the Card Account, transfer or allocate funds to Cards and to take all other administrative actions on behalf of Company in connection with the Card Account as contemplated by this Agreement. “**Secondary Cardholder**” means any person issued a Secondary Card at the request of the Primary Cardholder and authorized by Company to use the Secondary Card. Each Secondary Cardholder will be issued his or her own Card linked to the Company’s Primary Card Account. “**Card**” means the Lifftoff Commercial Mastercard Card(s) issued by us to Cardholders and linked to Company’s Card Account and includes both the Primary Card and any Secondary Card(s). “**Card Account**” means the **Sunrise Banks, N.A.** custodial sub-account linked to your Card(s) or its associated account number and refers the Primary Card Account and/or Secondary Card Account(s). “**Primary Card**” means the Card issued to the Primary Cardholder and “**Primary Card Account**” means the Card Account linked to the Primary Card. “**Secondary Card**” means a Card issued to any Secondary Cardholder, subject to any restrictions or limitations established by the Primary Cardholder, and “**Secondary Card Account**” means the Card Account linked to each Secondary Card. “**Account Number**” means the 16-digit number used to identify your Card Account. “**Card Number**” means the 16-digit number embossed on your 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. “**Website**” means the Lifftoff Commercial Mastercard Card website accessible at <https://lifftoffcard.com>

**Agreement to Terms.** By activating or using the enclosed Card (see “Activating Your Card” below), 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 destroy the Card at once by cutting it in half and call us at 1-855-925-4626 to cancel your Card Account. When any provision in this Agreement states that we may take certain actions, we may do so in our sole discretion. The terms of this Agreement are subject to amendment at any time in accordance with Cancellation and Suspension section below.

**Card and Card Account Description.** The Card Account is a prepaid card account made available to Company’s designated Cardholders for commercial business purposes. The Card(s) allows Cardholders to access funds loaded or deposited to the Card Account by the Primary Cardholder or any Secondary Cardholder that has been authorized by Company to load funds to the Card Account. The Card Account does not constitute a checking or savings account. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. Company will not receive any interest on the funds in the Card Account. The funds in the Card Account will be FDIC-insured for the benefit of Company once we have been able to verify Company’s identity. 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.

**Business Use Only.** This Card Account is to be used solely for business purposes and may not be used for consumer or household purposes. By using the Card or providing the Card Number to any person, you represent and warrant to us that use of the Card is solely for business purposes.

**Primary and Secondary Cards.** Each Card Account will consist of one Primary Card and any Secondary Cards created by the Primary Cardholder. The Primary Cardholder must be an owner or principal of Company and an unlimited guarantor for all activities on the Card Account (whether

originating from the Primary Card or a Secondary Card). The Primary Cardholder will be authorized to limit or restrict the activity on all Secondary Cards with or without the consent of any other Cardholder. The Primary Cardholder will also be authorized to make changes to the Card Account with or without the consent of any other Cardholder. Company is the owner of all funds in the Card Account at all times and Cardholder agrees that the Card shall only be used as authorized by Company.

**Activating Your Card.** Upon opening a Card Account, the Primary Cardholder may be issued a temporary Card to be used until a personalized Card is sent in the mail to Company within **10-12 Business Days**. The Primary Cardholder may request and authorize the issuance of Secondary Cards when opening the Card Account or any time after the Card Account has been opened. Secondary Cards will not be issued until the Primary Cardholder receives and activates his or her personalized Card. Personalized Secondary Cards will be sent in the mail to Company within **10-12 Business Days** following a request for issuance and the Primary Cardholder's activation of his or her personalized Card. A personalized Card can be expedited to you in **1-2** days upon request and payment of an additional fee (see Schedule of Fees and Charges below). You cannot use a Card until it has been activated. To activate a personalized Card, login to our Website or call 1-855-925-4626 and follow the instructions provided. As part of the activation, you will be required to provide the last four digits of your Social Security Number, date of birth, zip code, phone number or other identifying information and the Card's expiration date. Although no credit history is required to open a Card Account, you authorize us to obtain information about you from time to time from credit reporting agencies, your employers and other third parties for our internal processes.

**Using Your Card.** After you receive your Card you may use it to purchase goods and services everywhere in the United States, where debit Mastercard is accepted. Your Card may be used for international transactions (please see the section titled "Foreign Transactions" below). If you do not have enough funds available on your Card, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with other funds. These are called "split transactions," and some merchants do not permit them. If you make a purchase without presenting the Card (such as for internet, mail or phone order purchases), the legal effect will be the same as if you used the Card itself. With your PIN, you may also use your Card to obtain cash at Automated Teller Machines ("**ATMs**") displaying the Cirrus, Maestro, or Accel name or logo, or at merchants that have agreed to provide cash back as part of a point-of-sale ("**POS**") transaction. Secondary Cards may not be able to obtain cash at ATMs or with cash back transactions as part of a POS transaction if cash access has been disabled by the Primary Cardholder or if personal identifying information, including but not limited to, name, address, phone number, date of birth and social security number, has not been provided by the Secondary Cardholder to the Bank or Authorized Card Servicer.

Each time you use the Card to purchase goods or services or obtain cash, you authorize us to reduce the value available on the Card by the amount of the transaction plus applicable fees. Any transaction that is completed using the correct signature, or with the correct entry of the designated PIN number, will be considered an authorized transaction. Company will be liable for all transactions arising from any use of the Card(s). If any Cardholder is permitted to use the Card, Company will be responsible for any transactions made and any fees incurred by the Cardholder even if the Cardholder exceeds the scope of the authority granted to such Cardholder by Company. Cardholders should only be persons Company trusts to honor its instructions and limitations.

**Managing Your Card Account.** Through our Website, the Primary Cardholder will have full administrative rights to the Card Account and will be able to view and print account transaction activity 24 hours a day, 7 days a week for all Cards associated with the Card Account. Secondary Cardholders will have reduced access to view their Secondary Card transaction activity through our Website. It is your responsibility to keep Access Information confidential to deter other person(s) from using your Card(s) or accessing your Card Account without your permission. Please allow at least one (1) business day after each transaction for the information to be updated online.

### **Limitations on Card Usage**

All transactions are subject to the limitations set forth in this Agreement, and no transaction may exceed the available balance in your Card Account.

**Purchase Limitations.** You may not make purchases that in the aggregate exceed the available balance in your Card Account. If a merchant attempts to process a transaction for more than the value available in your Card Account, 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.

**Cash Withdrawal Limitations.** You may not make cash withdrawals that in the aggregate exceed \$1025 per day and \$505 per withdrawal. However, the \$1025 daily limit may be subject to additional limitations imposed by merchants, banks and ATM operators. Secondary Cards may not be able to make cash withdrawals at ATMs or with cash back transactions as part of a POS transaction if cash access has been disabled by the Primary Cardholder or if personal identifying information, including but not limited to, name, address, phone number, date of birth and social security number, has not been provided to the Bank or Authorized Card Servicer by the Secondary Cardholder.

**Use Limitations.** Your Card has been issued solely for commercial business purposes. Your Card is not a payroll expense card. Your Card may not be used for payroll expenses under any circumstances. You agree that you will: (i) use the Card as a corporate card solely for commercial business purposes; (ii) not use the Card at gambling websites or to purchase illegal goods or services; (iii) promptly notify us of any loss or theft of the Card; (iv) promptly notify us of the loss, theft, or unauthorized disclosure of any Access Information used to access the Card Account information or Card funds; (v) not use the card for payroll expenses; and (vi) use the Card only as permitted by this Agreement. 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. We may suspend your Card Account to investigate any unusual activity that indicate any Cards issued to your Card Account are being used for restricted activities such as payroll expense. Your failure to comply with the restrictions on use will cause the immediate termination of your Card Account and any Cards associated with the Card Account.

The Primary Cardholder may use the Bank's routing number and the Account Number to make preauthorized payments from the Primary Card Account. You are not authorized to use the Bank's routing number and Account Number for any other purpose. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card or Card Account, except as otherwise permitted by this Agreement. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold (see "Reversal of Transactions" below),

**PIN:** A PIN is a four-digit code that may be used to make purchase transactions instead of signing for your transaction. Some merchants may require you to make purchases using a PIN rather than your signature. A PIN is set at the time you activate the Card. Only one (1) PIN will be issued per Card. To prevent unauthorized access to the Card Account balance, you agree to keep your PIN confidential. We recommend that you memorize your PIN and do not write it down. If you need to reset a forgotten PIN, please call 1-855-925-4626. Your PIN may also be used (i) to obtain cash or to check your balance at any ATM that bears the Cirrus, Maestro, or Accel brands name or logo, or (ii) to obtain cash at merchants that have agreed to provide cash back at POS terminals bearing the Cirrus, Maestro, or Accel brands. You may be charged a fee by us for each cash withdrawal and balance inquiry made at an ATM in the amount disclosed in the section entitled "Schedule of Fees and Charges" set forth below.

**Merchant Authorization Holds.** 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 the funds in your Card Account in the amount indicated by the merchant (which may be more than the final settled transaction amount). We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction. 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 Card Account for the correct amount of the final transaction, and we will release the hold on any excess amount when the transaction finally settles.

**Collection for Returned Checks.** If the proceeds from a check negotiated on Company's behalf by an Authorized Card Servicer are loaded to your Card Account and the check does not clear or is returned for insufficient funds, you authorize us to immediately suspend your Card Account, place a hold on funds available in the Card Account, and/or debit your Card Account up to the original amount of the check, plus any applicable fees.

**Negative Balance.** Because you may be assessed transaction fees even if a transaction is declined, it is possible for a rejected transaction to cause your Card Account to have a negative account balance and be overdrawn. It is also possible to have a negative account balance if a check negotiated on your behalf by the Authorized Card Servicer loads your Card and does not clear or is returned for insufficient funds. We do not extend credit, so if your Card Account becomes overdrawn, you agree to pay us the overdrawn amount immediately without further demand. We may deduct any negative balance amounts from any current or future funds on this or any other Card Account you maintain with us, whether a Primary Card Account or Secondary Card Account. If your Card Account has a zero or negative balance, we may, at our option, cancel your Card Account and any Cards associated with your Card Account without notice, and/or pursue collection of any negative account balance plus all costs of collection including attorney fees.

**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 subject to the refund policy of the merchant. 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 of Transactions.** 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.

**Schedule of Fees and Charges.** We will charge Company, and Company agrees to pay, the fees and charges set forth in the Schedule of Fees and Charges below. You may also login via the Website to view a complete list of fees. We generally deduct fees and charges from the Card Account at the time a fee or charge is incurred. You may be charged a fee for a balance inquiry at an ATM even if you don't complete a funds transfer. The owners of ATMs or other networks may impose an additional charge to use their terminals. Such other fees and charges may be deducted from your Card Account. If you request a service that is not included in the Schedule of Fees and Charges and there is a fee for such service, the fee will be disclosed at the time of the request, and you agree that any such fee may be deducted from your Card Account.

Fee	Amount	Description
International Signature Purchases <sup>1</sup>	<b>3.5% of the transaction amount</b>	Foreign currency conversion fee. [Refer to the section titled "Foreign Transactions" in this Cardholder Agreement for more information.]
ATM Cash Withdrawal (Domestic) Fee <sup>2</sup> :	<b>\$ 4.95 USD</b>	Per transaction
ATM Cash Withdrawal Intl (International) Fee <sup>3</sup> :	<b>\$ 6.00 USD + 5% foreign currency conv fee</b>	Per transaction; these two fee types will appear on your statement as one fee item. Refer to the section titled Foreign Transactions in this Cardholder Agreement for additional information.
ATM Balance Inquiry Fee <sup>4</sup> :	<b>\$ 0.50 USD</b>	Per transaction
Inactivity Fee (Dormancy Fee)	<b>\$9.95</b>	Per month beginning on the 13th month following each 12-month period of no activity on the Card.
Expedited Card Delivery Fee:	<b>\$ 40.00 USD</b>	Per expedited card shipment

<sup>1</sup> May appear as: POS Sign Intl, POS PIN Intl, POS w/ Cash Bck Intl, or MOTO Intl

<sup>2</sup> May appear as: ATM Withdrawal, ATM Cash Withdrawal, ATM Cash W/D, OTC Cash Withdrawal

<sup>3</sup> May appear as: ATM Cash Withdrawal Intl, ATM W/D Intl, Cash Adv Intl

<sup>4</sup> May appear as: Balance Inquiry, ATM Balance Inquiry, Balance Inquiry Intl, ATM Balance Inquiry Intl

**Card Account Balance and Transaction History.** You can obtain information about the current available balance on your Card Account by calling 1-855-925-4626. Company will not be assessed a fee to check your Card Account balance using our automated telephone system, although Company may be assessed a fee if you wish to speak to a live agent (see "Schedule of Fees and Charges"). You may also obtain balance information, along with a 60-day history of account transactions on your Card Account, at no charge by logging into your Card Account through the Website. The Primary Cardholder may also obtain information on any Secondary Card Account in the same manner. The Primary Cardholder also has the right to obtain a 60-day written history of account transactions by calling 1-855-925-4626 or by visiting <https://liftoffcard.com> or by writing us at Customer Service Department, PO Box 700712, San Antonio, Texas 78270-0172. Company may be assessed a fee for obtaining this written history (see "Schedule of Fees and Charges").

**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 our Fee Schedule above).

**Change in Terms.** We may (a) amend or change the terms and conditions of this Agreement or (b) cancel or suspend any Card Account or this Agreement at any time without prior notice to you, except as required by applicable law. We may revise this Agreement at any time without notification or consent of any Cardholder. Any future revisions will be binding upon Company and all Cardholders and effective immediately upon posting the revised Agreement on the Website. Continued use of your Card(s) and Card Account constitutes your consent and acceptance of any revisions to the Agreement. If you do not accept an amendment or revision made to this Agreement, your sole and exclusive remedy is for the Primary Cardholder to cancel your Card(s) and close your Card Account with us. You may also login to the Website for the most up-to-date Agreement.

**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 Card Account privileges with or without cause or notice other than as required by applicable law. The Primary Cardholder may cancel any Card by calling us at 1-855-925-4626 or by logging into your Card Account via the Website. 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. If we cancel or suspend Card Account privileges through no fault of yours, Company will be entitled to a refund of any remaining balance, as provided in this Agreement.

**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. If you attempt to use the Card or add funds to your Card Account after the expiration date, the transactions may not be processed. If there is a balance remaining in your Card Account upon expiration, a new Card may be issued to you. You must activate any newly issued Card in order to access the funds in your Card Account. If we choose not to issue a new Card to you or if we cancel your Card Account for any reason, we will attempt to refund to Company the balance remaining in your Card Account less any amounts owed to us (e.g., fees and charges). A check made

payable to Company will be mailed to Company at the last postal address reflected in our records. A fee may be imposed for refunding the remaining account balance by check (see "Schedule of Fees and Charges").

**Information Given to Third Parties.** We may disclose information (including personally identifiable information) to third parties about any Cardholder, Card, Card Account and the transactions related to a 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 a 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 your 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 a Card; and (viii) as otherwise permitted by law.

**No Warranty of Availability or Uninterrupted Use.** From time to time, services related to your 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 the 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.

**Additional Risk Associated with Use of Business Purpose Cards:** Company agrees it will be responsible for all authorized and unauthorized transactions made through the use of any Card, except as otherwise described in this Agreement. Cardholders will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of a Card. This means liability for the unauthorized use of a Card could be greater than the liability in a consumer prepaid card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in the Agreement.

**How to Notify Us of Lost or Stolen Card, Access Information or Unauthorized Transfers.** If you believe your Card or any Access Information has been lost or stolen, immediately call: **1-855-925-4626** or write: Customer Service Department PO Box 700712, San Antonio, Texas 78270-0172 . You should also call the number or write to the address listed above if you believe a transfer has been made using your Card or Access Information without your permission. Company may be charged a fee for a replacement Card (see "Schedule of Fees and Charges").

**Lost or Stolen Card; Unauthorized Transactions or Errors.** You should protect your Card against theft, loss and unauthorized use with the same level of care that you use to protect the cash in your wallet. Unless otherwise required by law, we will not be liable for unauthorized transactions unless we failed to process the transaction in good faith and in compliance with commercially reasonable security procedures. If the Card and/or PIN has been lost or stolen or you believe someone has made an unauthorized transaction with the Card and/or PIN (or may attempt to use the Card and/or PIN without permission) or you believe an error has occurred with the Card, you agree to notify us IMMEDIATELY at 1-855-925-4626 and in no event later than thirty (30) days of the date of the transaction at issue. This verbal notification must then be promptly confirmed by a written notice to us at Customer Service Department, PO Box 700712, San Antonio, Texas 78270-0172. When you notify us, you must provide Company's name, Cardholder's name, Card number and other identifying details, and describe the error or transaction that you dispute (if applicable). We will cancel the Card, and if our records show that available funds remain in the Card Account, we will issue you a replacement Card loaded with the remaining value. There may be a fee associated with ordering a replacement Card (see "Schedule of Fees and Charges" above). We reserve the right in accordance with applicable law to decline to issue you a replacement Card. You agree to assist us in determining the facts relating to any possible unauthorized use or error associated with the Card, and to comply with the procedures we may require for our investigation.

**Disclaimer of Warranties.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD(S) OR CARD ACCOUNT, OR RELATING TO OR ARISING OUT OF THIS AGREEMENT AND THE SERVICES CONTEMPLATED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability.** We shall have no liability to you if we are unable to complete a transaction for any reason beyond our control. In no event shall we be liable to you for any indirect, consequential, exemplary or special damages (whether in contract, tort or otherwise), even if you have advised us of the possibility of such damages. This provision shall not be effective to the extent prohibited by law.

**Additional Limits on Liability Under Card Network 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 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.

**Questions.** The Authorized Card Servicer, 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 1-855-925-4626 or Customer Service Department PO Box 700712, San Antonio, Texas 78270-0172 or visit our Website.

**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 electronic communications;
- (2) contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
- (3) contact you by using an automated dialing or similar device ("Autodialer");
- (4) contact you at your home and at your place of employment;
- (5) contact you on your mobile telephone;
- (6) contact you at any time, including weekends and holidays;
- (7) contact you with any frequency;
- (8) leave prerecorded and other messages on your answering machine/service and with others; and 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, we may contact you at this number using an Autodialer and can also leave prerecorded and other messages.

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

**Notification of Changes.** If your U.S. mail or postal address, or your email address or telephone number changes, you must notify us immediately. Failure to do so may result in information regarding the Card or Card Account being delivered to the wrong person or your transactions being declined. In such event, we shall not be responsible for any resulting misuse of funds available in the Card Account. Company must notify us immediately in the event of the insolvency, receivership, conservatorship, bankruptcy or reorganization of Company or change in principal owners. Company must also notify us immediately in the event of the insolvency or bankruptcy of any guarantor of the Card Account. Company's Card(s) and Card Account may be terminated by us in the event a change of control, reorganization, restructuring, conversion, consolidation, division or merger of Company. We may require at our discretion that any new owner or principal of the Company to be a guarantor of the Card Account. Any notice given by us shall be deemed given to you if delivered to you at the last email or mailing address for the Card Account furnished by you. 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 Account 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 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, including attorney fees, 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. We may charge you the costs of compliance, including reasonable attorney fees, with all such requests if permitted by applicable law.

**ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL: PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS WE EXERCISE OUR 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, unless we elect to opt out of Arbitration by filing an initial action in any court of competent jurisdiction. 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 Card and whether or not a 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 Primary Cardholder, Secondary Cardholder and also your heirs, guardian, personal representative, or trustee in bankruptcy. The terms "we," "our," and "us" mean 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](http://www.adr.org)  
Telephone (800) 778-7879

JAMS, The Resolution Experts  
1920 Main Street, Suite 300  
Irvine, CA 92614  
Web site: [www.jamsadr.com](http://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.

**Arbitration Costs.** The parties must pay their respective filing fees and other costs or fees of arbitration.

**Location of Arbitration.** The arbitration will be conducted in the county where you reside unless we elect, in our sole discretion, for the arbitration to be conducted in Minneapolis, MN or Hauppauge, NY. We must notify you within ten (10) business days of a notice of arbitration if we choose to conduct the arbitration in a location other than the county where you reside. We and you may also mutually agree to a different location for the arbitration.

**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 any other 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 arbitration award shall be binding unless grounds exist under the Federal Arbitration Act for vacating, modifying, or correcting an award.

**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. If any portion of this arbitration provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this arbitration provision, the Agreement or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

**Attorney Fees and Costs.** You agree to pay all costs incurred by us or our successors or assigns in collecting unpaid indebtedness or in enforcing this Agreement, including attorneys' fees and costs, as well as those costs, expenses and attorneys' fees incurred in appellate, bankruptcy, and post-judgment proceedings, except to the extent such costs, fees, or expenses are prohibited by applicable law.

**Assignability.** We may assign or transfer our rights and obligations under this Agreement at any time without prior notice to you. The Card and your obligations under this Agreement may not be assigned by you. Notwithstanding the foregoing, this Agreement shall be binding on you and your heirs, your executors, administrators, guardians, personal representatives, or trustee in bankruptcy.

**Miscellaneous Provisions:** When any provision in this Agreement states that we may take certain actions, we may do so in our sole discretion. 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 the Card. 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  
P.O. Box 700172  
San Antonio, TX 78270-0172  
1-877-PDS-PAYS

This Agreement is effective June 2019.



# 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 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?
<b>For our everyday business purposes –</b> such as to process your transaction, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
<b>For our marketing purposes –</b> to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies.</b>	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences.	Yes	No
<b>For our affiliates' everyday business purposes-</b> information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you.</b>	No	We don't share
<b>For non affiliates to market to you.</b>	No	We don't share

### Questions?

Call 855-925-4626

Who we are	
<b>Who is providing this notice?</b>	<b>Sunrise Banks, N.A.</b>
What we do	
<b>How does Sunrise Banks, N.A. protect my personal information?</b>	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.
<b>How does Sunrise Banks, N.A. collect my personal information?</b>	<p>We collect personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open a Card Account or use your card</li> <li>• Pay your bills or make a purchase</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates everyday business purposes- information about your creditworthiness,</li> <li>• Affiliates from using your information to market to you,</li> <li>• Sharing for non affiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include financial companies such as University Financial Corp. dba Sunrise Banks.</i></li> </ul>
<b>Non affiliates</b>	<p>Companies not related by common ownership or control. They can be financial or nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Sunrise Banks, N.A. does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between non affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include prepaid card companies.</i></li> </ul>