

List of all Fees for Akimbo Now Incentive Mastercard® (“List of All Fees”)

Fee	Fee Description Online/Statement	Fee Amount	Details
<b>Get cash</b>			
ATM Withdrawal	Cash Withdrawal Fee	\$2.00	This is our fee for ATM cash withdrawals in the U.S. The ATM operator may also charge you a fee, even if you do not complete a transaction. You can request cash back by selecting “Debit” and entering your PIN when making a purchase at a retail location. PIN Purchase fee may apply.
Over-the-Counter Withdrawal	Cash Withdrawal Fee	\$2.00	This is our fee for “Over-the-Counter” (OTC) cash withdrawals at financial institutions or retailers in the U.S who offer this service. The OTC location may also charge you a fee.
<b>Information</b>			
ATM Balance Inquiry	ATM Balance Inquiry Fee	\$0.50	This is our fee. The ATM operator may also charge you a fee, even if you do not successfully complete the inquiry. You can avoid this fee by checking your balance using our automated phone service at 1-855-925-4626 or visiting us online at <a href="http://www.akimbocard.com/incen">www.akimbocard.com/incen</a> .
<b>Using your Card outside the U.S.</b>			
International POS Purchase (Signature or PIN)	International Purchase Fee	3%	This is the percentage of the total US dollar purchase amount you will be charged for any international purchase.
International ATM Withdrawal	International Cash Withdrawal Fee	\$2.00 + 3%	This percentage and flat fee is our fee for international ATM withdrawals. The ATM operator may also charge you a fee even if the transaction is not completed.
International Over-the-Counter Withdrawal	International Cash Withdrawal Fee	\$2.00 + 3%	This percentage and flat fee is our fee for international “Over-the-Counter” (OTC) cash withdrawals at a non-U.S. financial institutions or retailers who offer this service. The OTC location may also charge you a fee.
International ATM Balance Inquiry	ATM Balance Inquiry Fee	\$0.50	This is our fee. The international ATM operator may also charge you a fee, even if you do not successfully complete the inquiry. You can avoid this fee by checking your balance online at <a href="http://www.akimbocard.com/incen">www.akimbocard.com/incen</a> .
<b>Other</b>			
Inactivity	Inactivity Fee	\$6.95	This is our fee assessed to your card account each calendar month after your card has had no activity (no purchases, cash withdrawals, loads) for twelve (12) consecutive months. The fee will be assessed beginning on the 2nd day of the 13th month. You can avoid this fee by using your card for the type of activities listed above, at least once each calendar year.

Your funds are eligible for FDIC insurance. Your funds will be held at or transferred to Sunrise Banks N.A., an FDIC-insured institution. 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 we have been able to verify your identity. See [fdic.gov/deposit/deposits/prepaid.html](http://fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact us by calling 1-855-925-4626, by mail to Akimbo, P.O. Box 700172, San Antonio, TX, 78270, or visit us at [www.akimbocard.com/incen](http://www.akimbocard.com/incen).

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

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

## 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 Akimbo Now Incentive Mastercard®. 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 International Incorporated.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions and their third parties to obtain, verify and record information that identifies each person who opens a card account. What this means for you: when you open a card account, we will 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 Account and owns the funds in the Card Account. "**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 Mastercard plastic prepaid card that is issued to you by us. "**Card Account**" means the custodial sub-account we maintain on your behalf to track your Card balance on deposit with us and record transactions made using your Card or by other means authorized by this Agreement. "**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 username, password, challenge questions, and any other security information used to access your Card Account.

**Agreement to Terms.** By activating or using your 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 (see "*Change in Terms*" below).

**Card Description.** The Card is provided to you as part of a customer incentive program sponsored by the Sponsor. The Card is a prepaid card loaded by the Sponsor with a specific amount of funds.

The Card is a prepaid card loaded with a specific amount of U.S. dollars. This Card is not a credit card or charge card that allows you to make purchases and pay later and using the Card will not affect your credit history. The Card is not connected in any way to any other account. You will not receive any interest on the funds on your Card. The Card will remain the property of the Bank and must be surrendered upon demand. The Card is nontransferable and may be canceled or revoked at any time without prior notice except as required by law.

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 1-855-925-4626 or visiting [www.akimbocard.com/incentive](http://www.akimbocard.com/incentive) 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 [www.akimbocard.com/incentive](http://www.akimbocard.com/incentive) and provide the additional security that may be required to allow you to use your Card for internet, mail and phone order purchases.

**Activating Your Card.** You cannot use the Card until it has been activated. To activate a personalized card, login to [www.akimbocard.com/incentive](http://www.akimbocard.com/incentive) or call 1-855-925-4626 and follow the instructions provided. As part of the activation, you may be required to provide your Social Security Number and date of birth. Although no credit history is required to obtain a Card, 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, Card Number and Account Number.** Subject to terms and limitations set forth in this Agreement, once you have activated your Card and we have verified your identity, you may use your Card, Card Number or Account Number, as applicable, to: (1) purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Card Account (see "*Using Your Card for Purchases*" below), and (2) withdraw cash from your Card Account (see "*Using Your Card to Get Cash*" below), as long as you do not exceed the available balance in your Card Account. There may be fees associated with some of these transactions (see "*List of all Fees*" above) for more details. Some of these services may not be available at all terminals.

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

**Personal Identification Number "PIN":** A PIN is a four-digit code that may be used to make purchase transactions instead of signing for your transaction. A PIN was provided to you at the time you activated the Card. Only one (1) PIN will be issued for the Card. To prevent unauthorized access to the Card USIOAKIMBOINCENTWATM.CARDHOLDERAGREEMENT\_0620-2

balance, you agree to keep your PIN confidential. We recommend that you memorize your PIN and do not write it down. You may change or reset your PIN by calling 1-855-925-4626 or by visiting [www.akimbocard.com/incentive](http://www.akimbocard.com/incentive). Some merchants may require you to make purchases using a PIN rather than your signature. Your PIN can also be used to obtain cash (see "Using Your Card to Get Cash" below).

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

Limitation Type	Frequency and/or Dollar Limits (for typical transactions)
<b>Card Limits</b>	
Maximum Card Account balance	\$2,500.00 at any given time
<b>Spend Limits*</b>	
Cash Withdrawals (ATM or POS)	\$705.00 per day
Cash Withdrawal (Over the Counter from Bank Teller)	\$705.00 per day
Card Purchases (Signature & PIN)	\$2,500.00 per day

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

The Sponsor of this card may restrict the use of this card at certain merchants or locations. If you are having issues making a purchase, or you need assistance on where you card may be used, please contact us at 1-855-925-4626 between 8:00AM to 5:00PM CT Monday – Friday to speak with our representatives or log in to your card account at [www.akimbocard.com/incentive](http://www.akimbocard.com/incentive).

**Adding Funds to Your Card Account.** The Sponsor may add funds to your Card, called "loading," at any time. The maximum load amount is \$2,500.00. The maximum amount of value that can reside on the Card at any time is \$2,500.00.

**Using Your Card for Purchases:** You can use your Card to purchase goods and services everywhere Debit Mastercard is accepted, subject to the limitations (see "Limitations on Card Usage" above). If you do not have enough funds available in your Card Account for the entire purchase, you can instruct the merchant to charge part of the purchase to your Card Account and pay the remaining amount with other funds. These are called split transactions and some merchants do not permit them. If a merchant attempts to process a transaction for more than the value available in your Card Account, or if the transaction will cause the purchase limit we have established to be exceeded, then the transaction will 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 or Account 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 PIN or signature purchase.

When you use your Card Account 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 Card Account 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 may use your Card and PIN to obtain cash at ATMs displaying the Mastercard or Acce/Exchange brand mark, or at merchants that have agreed to provide cash back with a PIN purchase, subject to the limitations in (see "Limitations on Card Usage" above). The minimum cash withdrawal at ATMs is \$20.00. ATM, PIN purchases and over-the-counter cash withdrawals are limited to the available balance in your Card Account. Merchants, banks and ATM operators may have additional limitations. You will be charged a fee by us for each cash withdrawal and balance inquiry made at an ATM in the amount disclosed in (see "List of all Fees" above) set forth above. In addition, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

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

**Preauthorized Payments from Your Card.** You may preauthorize a merchant to make recurring electronic funds transfers from your Card Account. If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before the payment is due when it will be deducted from your Card Account value and how much it will be. If you have told us in advance to make regular, recurring payments from your Card Account, you can stop any of these payments by calling us at 1-855-925-4626 emailing us at [cs@akimbocard.com](mailto:cs@akimbocard.com), or writing to us at Customer Service Department P.O. Box 700172, San Antonio, TX, 78270 in time for us to receive your request at least three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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

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

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

**List of all Fees.** We will charge you, and you agree to pay, the fees and charges set forth (see "*List of all Fees*" above). You may also login at [www.akimbocard.com/incentive](http://www.akimbocard.com/incentive) 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. 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 (see "*List of all Fees*" above), if there is a fee for such service it will be disclosed at that time, and you agree that any such fee may be deducted from your Card Account.

#### **Receipts and Transaction History.**

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

**Card Account Balance and Transaction History.** You are responsible to keep track of the available balance on your Card. You can obtain information about the amount of money you have remaining in your Card Account by calling 1-855-925-4626. You will not be assessed a fee to check your balance using our automated telephone system agent. You may also obtain your balance information, along with a 12-month history of your Card Account transactions, at no charge by logging in to your Card Account at [www.akimbocard.com/incentive](http://www.akimbocard.com/incentive). You also have the right to obtain at least 24 months of written history of your Card Account transactions by calling 1-855-925-4626 or by writing us at Customer Service Department, P.O. Box 700172, San Antonio, TX, 78270, or visit [www.akimbocard.com/incentive](http://www.akimbocard.com/incentive).

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

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

**Cancellation and Suspension.** We reserve the right, in our sole discretion, to limit your use of the Card. We may refuse to issue a Card Account or may revoke or suspect your Card Account privileges with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, contact us at 1-855-925-4626 or [www.akimbocard.com/incentive](http://www.akimbocard.com/incentive). You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. Our cancellation of Card Account privileges will not otherwise affect your rights and obligations under this Agreement. Unless you have engaged in fraud or other illegal activities using your Card, if your Card Account privileges are cancelled or suspended, you may request the unused balance to be returned to you via a check to the mailing address we have in our records.

**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 do not choose to issue a new Card to you or if we cancel your Card Account for any reason, we will attempt to refund to you the balance remaining in your Card Account less any amounts owed to us (e.g., fees and charges). A check made payable to you will be mailed to you at the latest postal address reflected in our records.

**Unclaimed Property.** You acknowledge and agree that we may be required by applicable law to turn over to a state government authority any funds remaining on your Card Account after a period of inactivity or dormancy. Card funds in Card Accounts will be remitted to the custody of the applicable state agency in accordance with state law, and we will have no further liability to you for such funds unless otherwise required by law. 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 Card Account at [www.akimbocard.com/incentive](http://www.akimbocard.com/incentive) or by calling Customer Service at 1-855-925-4626 or [www.akimbocard.com/incentive](http://www.akimbocard.com/incentive).

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

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

**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.

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

**How to Notify Us of Lost or Stolen Card, PIN or Unauthorized Transfers.** If you believe your Card or any other Access Information has been lost or stolen, call: **1-855-925-4626** or write: **FiCentive, Inc, P.O. Box 700172, San Antonio, TX, 78270**. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Card or Access Information without your permission.

**Your Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your Card or Access Information has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission. Telephoning us at 1-855-925-4626 is the best way to minimize your possible losses. You could lose all the money in your Card Account. You agree that any unauthorized use does not include use by a person to whom you have given authority to use or access your Card Account or Access Information and that you will be liable for all such uses and funds transfers by such person(s).

If you tell us within two (2) business days after you learn of the loss or theft of your Card or Access Information you can lose no more than \$50 if someone used your Card or Access Information without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of

your Card or Access Information and we can prove we could have stopped someone from using your Card or Access Information without your permission if you had told us within this time frames, you could lose as much as \$500 if someone used your Card or Access Information without your permission.

Also, if your electronic history shows transactions that you did not make, including those made by Card, Access Information or by other means, tell us AT ONCE. If you do not tell us within one hundred twenty (120) days after the alleged unauthorized transfer was credited or debited to your Card Account, you may not get back any money you lost after this period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from learning of the unauthorized transaction and telling us, we will extend the time periods for a reasonable period in our sole discretion.

#### **Additional Limits on Liability Under Mastercard Rules.**

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

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

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

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

**Questions.** FiCentive, as the third party that administers the Card program, is responsible for customer service and for resolving any errors in transactions made with your Card. If you have questions regarding your Card, you may call 1-855-925-4626 or write FiCentive, Inc, P.O. Box 700172, San Antonio, TX, 78270 or [www.akimbocard.com/incentive](http://www.akimbocard.com/incentive).

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

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

Our contacts with you about your Card Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may suppress caller ID and similar services when contacting you regarding your card. When you give us your mobile telephone number, you hereby expressly agree that we or any third party acting on our behalf may contact you at this number, including through the use of an Autodialer or prerecorded message. You may request this number not be used by calling 1-855-925-4626 or write FiCentive, Inc, P.O. Box 700172, San Antonio, TX, 78270.

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

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

**Change of Address:** 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 or Card Account being mailed to the wrong person or your transactions being declined. Any notice given by us shall be deemed given to you if mailed to you at the last U.S. mail 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 incurred in connection with the enforcement of this Agreement. If we are served garnishments, summonses, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction.

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

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

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

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

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

American Arbitration Association  
1633 Broadway, 10th Floor  
New York, NY 10019  
Web site: [www.adr.org](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  
Telephone (949) 224-1810 or (800) 352-5267

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

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

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

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

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

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

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

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

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

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

**Miscellaneous Provisions:** We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Waiver of Jury Trial and Arbitration above, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. If a court finds any provision of this Agreement invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.



**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 1-855-925-4626

## Who we are

Who is providing this notice?

Sunrise Banks, N.A.

## What we do

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

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

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

We collect personal information, for example, when you

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

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

Why can't I limit all sharing?

Federal law gives you the right to limit only:

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

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

## Definitions

Affiliates

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

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

Non affiliates

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

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

Joint Marketing

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

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