

**Standard Private Label with Account Maintenance Fees Card Agreement** Licensed under U.S. Patent Nos. 5,689,100 and 5,956,695

**Important: Please read this Agreement carefully and keep it for your records. If you give this Gift Card to another person, you should also give that person this Agreement.**

This Gift Card Cardholder Agreement (“**Agreement**”) sets forth the terms of the Card. The Card is issued by **Sunrise Banks, N.A.**

<b>Maintenance Fee.</b> Unless prohibited by law, this fee will be deducted from your Card balance starting on the first day after a one-year period of inactivity. For Cards sold in states other than New York, activity means any actions resulting in an increase or decrease in the Card balance, other than the imposition of a fee, or an adjustment due to an error or reversal of a prior transaction. For Cards sold in New York, activity shall include balance inquiries and customer service activity made by you. For the Card transaction history, visit <a href="http://www.getmybalance.com">www.getmybalance.com</a> or call 1.800.755.0085.	<b>\$2.50 per month</b>
<b>Card Replacement Fee.</b> Unless prohibited by law, if a replacement Card is issued for a lost, stolen or damaged card, prior to “valid thru” date, up to a \$5.00 Replacement Card Fee may be assessed. The replacement fee, if any, will be deducted from the card balance, as long as there is a remaining balance of at least \$10.00 on the card; otherwise, it will be paid by the cardholder at the time of replacement.	<b>\$5.00</b>
<b>Purchase Fee.</b> Unless prohibited by law, a purchase fee of up to \$6.95 may be assessed at time of purchase.	<b>\$6.95</b>

**Definitions.** In this Agreement, the words “**you**” and “**your**” mean the person who purchased the Card and/or the person who is using the Card. “**We**”, “**us**”, “**our**” and “**the Bank**” mean **Sunrise Banks, N.A.**, of Saint Paul, Minnesota, the issuer of the Card. “**Business days**” are Monday through Friday, excluding federal holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open. “**Distributor**” means the venue, district or association named on the Card; and, if the Card is usable at multiple Shopping Centers owned or operated by a common entity, then the term “**Distributor**” collectively refers to all such Shopping Centers. “**Card**” means the prepaid gift card issued to you by us or in lieu of a Card, the eGift Card, referred to hereafter collectively as the “**Card**. Merchant” means a participating Distributor location that is authorized to accept the Card. “**PIN**” means Personal Identification Number.

**Agreement to Terms.** By using the Card, you agree to the terms of this Agreement. **If the Card has not been used and you do not want the Card, you may cancel this Agreement and return the Card before it is used along with the original receipt, by United States mail postage prepaid, to ATTN: Card Refunds, 520 W. 103<sup>rd</sup> Street, #256, Kansas City, Missouri 64114 within 30 calendar days after the Card activation date. If the Card is timely returned before it is used, you will receive a refund in the amount on the Card. Time is of the essence in returning the Card. No refunds will be honored unless (a) the Card is returned unused by United States mail post-marked within the 30 calendar day period; and (b) you provide your name and mailing address with the returned Card and the original receipt. Information concerning the Card activation date and this cancellation program may be obtained by calling 1.800.985.4316. Requests for cancellation may take up to 60 days to process.** You should always keep a record of your Card number and the customer service phone number provided herein in case of loss or theft of your Card. **We will not be able to assist you if your Card is lost or stolen unless you have your Card number.**

**Card Description.** 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. The funds on your Card will NOT be insured by the FDIC or any other federal or state agency.

If the Card program allows for card not present” transactions, Internet, mail and phone order, purchases may require that we have the name and address of the Cardholder on file. If you wish to make Internet, mail or phone order purchases, you will need to go to [www.getmybalance.com](http://www.getmybalance.com) and enter your name and address prior to performing an Internet, mail or phone transaction.

**Using Your Card.** You may use the Card to purchase goods and services only at authorized Merchants. For information about the Distributor and Merchants, please visit the website, which may be identified on the Card. 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.

You may not use your Card to obtain cash at ATMs or at merchants that have agreed to provide cash back at the point-of-sale (“POS”). You cannot reload the Card or transfer Card value to other payment devices. You agree that you will: (i) not use the Card at gambling websites or for any illegal transactions; (ii) promptly notify us of any loss or theft of the Card or unauthorized transactions; (iii) not use the Card for business purposes; and (iv) 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. The Card itself may not be returned to any merchant for a refund or redeemed for cash, except where required by applicable law.

You are responsible for all transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions incurred by those persons. You may not request an additional Card for another person.

For security reasons, we may limit the number or amount of transactions you can make with the Card. You do not have the right to stop payment on any purchase or payment transactions that you originate through the use of the Card. You agree that you will not use the Card at any non-participating or unauthorized merchant locations.

**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. **As of April 1, 2013, the PIN for your Card is the last four (4) digits of your Card number. You may visit [www.getmybalance.com](http://www.getmybalance.com) to change the Personal Identification Number (“PIN”) for your Card.** You should not disclose your PIN to anyone. If the security or confidentiality of your PIN is compromised, you should notify us at once. You agree to: (a) not disclose the PIN or otherwise make it available to anyone else; (b) be liable for the PIN and for its authorized use and for its unauthorized use as described in this Agreement. Unless you notify us as provided in this Agreement, you acknowledge that we are entitled to rely on the use of your PIN as your authorization for any Transaction using the Card and PIN. Your PIN may not be used to obtain cash at an ATM or cash back at a POS terminal. Shall you want or need to change the PIN associated to your card, and provided you know your current PIN, please visit [www.getmybalance.com](http://www.getmybalance.com). If you forgot your PIN, please call 1.800.985.4316 for instructions.

**Limitations on Use.** You agree that you will not use the Card to pay tips or gratuities, to make recurring payments, to make preauthorized transactions (which are prepaying for a hotel stay, a car rental, or at the pump for gas or other transactions where the actual or final amount of the transaction is unknown at the time the Card is authorized for use), to make payment on a credit account, to pay for any gambling transaction or to pay for any illegal transaction. If the Card program allows for card not present” transactions, Internet, mail and phone order purchases may require that we have the name and address of the Cardholder on file. If you wish to make Internet, mail or phone order purchases, you will need to go to [www.getmybalance.com](http://www.getmybalance.com) and enter your name and address prior to performing an Internet, mail or phone transaction. You agree that you will not use the Card at any non-participating or unauthorized merchant locations. You agree that a purchase made by you may not be authorized or settled by us unless it complies with this Agreement. The Card may be canceled, repossessed, locked or revoked at any time without prior notice. The Maintenance Fee will be assessed on a locked or revoked Card.

**Available Balance.** Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable maintenance fees, taxes or other charges assessed by the merchant. Transactions that exceed the remaining balance on your Card are prohibited and should be declined at the point of sale. If, notwithstanding an insufficient balance, an authorization is received by the merchant or the merchant uses other means to proceed with the transaction, then you agree to reimburse us for any amount in excess of the Card balance for such a transaction. You agree that we may lock or revoke the Card, without notice, if we do not receive funds from you in the full amount of the activated balance on the Card.

**Unclaimed Funds – Escheat.** If our records show that you have not used the Card within a time period set by state law, the amount remaining on the Card may become unclaimed property subject to escheat under state unclaimed property laws. If the amount remaining on the Card becomes unclaimed property subject to a state unclaimed property law, we will be required to escheat the available balance to the state in an amount and at the time required by the state law. At that time, you will lose the ability to use the Card. If escheat occurs, you may inquire about the status of the Card funds by calling 1.800.985.4316.

**Refunds for Purchases Made with the Card.** Any refund for goods or services purchased with the Card will be made in the form of a credit to 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. A credit to a zero balance Card will reinstate the Card.

**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 your Card. All such disputes should be addressed to the merchants from whom the goods and services were purchased.

**Reversal.** 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.

**Card Fees.** The following fees apply to your Card, except where prohibited or modified by applicable law:

**Purchase Fee.** The Distributor may charge fee directly to the purchaser of the Card for the purchase and/or activation of the Card in the amount disclosed to the purchaser at the time of sale. The purchase fee, if any, will be paid directly by the purchaser to the Distributor and will not be deducted from the amount on the Card. We will not retain any portion of the purchase fee.

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

**Card Balance and Transaction History.** You are responsible for keeping track of the available balance on your Card. Merchants generally will not be able to determine your available balance. It is important that you track the amount remaining on the Card. You may check the remaining amount on the Card at any time at no charge by calling 1.800.755.0085 or visiting [www.getmybalance.com](http://www.getmybalance.com). The Card Fees above will reduce and may exhaust the entire Card amount.

**Foreign Transactions.**

You are not allowed to make foreign currency transactions with your Card.

**Change in Terms.** We may, to the extent permitted by applicable law, amend the terms and conditions of this Agreement (or add additional terms) at any time by posting the amended terms on our website, [www.getmybalance.com](http://www.getmybalance.com), and any such amendment shall be effective upon such posting to the website. However, if the change is made for security purposes, we can implement such change immediately, without prior notice to you and before such change may be posted to the website. The most up-to-date Agreement may always be found at [www.getmybalance.com](http://www.getmybalance.com).

**Suspension and Termination.** We reserve the right, in our sole discretion, to limit your use of the Card. We may refuse to issue a Card or may suspend or terminate Card privileges with or without cause or notice, other than as required by applicable law. You may terminate this Agreement by returning the Card to us. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. Termination of your Card privileges will not otherwise affect your rights and obligations arising under this Agreement prior to termination. If your Card privileges are suspended or terminated through no fault of yours, you may request a refund of any remaining balance on your Card by returning the Card by United States mail postage prepaid, to ATTN: Card Refunds, 520 W. 103<sup>rd</sup> Street, #256, Kansas City, Missouri 64114. **No refunds will be honored unless (a) the Card is returned, and (b) you provide your name and mailing address with the returned Card. Requests for refunds may take up to 60 days to process.** For inquiries concerning surrenders and redemptions, call 1.800.985.4316. Until the Card is surrendered, the monthly Card Fee described above will continue to apply.

**Valid Thru Date.** The plastic card will be unusable after the “valid thru” date stated on the Card or stored in the magnetic stripe of the Card. The “valid thru” date is not an expiration date on the Card funds. **The amount remaining on the Card will be available until the amount reaches zero. The Card funds will be temporarily unavailable after the “valid thru” date until you obtain a free replacement Card. You may present and exchange the unusable card at no charge for a replacement Card, which will be activated in the amount remaining on the Card at the time of the exchange. Replacements may take up to 30 days to process. For inquiries about exchanging an unusable card, call 1.800.985.4316.**

**Information Given to Third Parties.** We may collect and disclose information (including personally identifiable information) to third parties about you, your Card and the transactions related to your Card (“Cardholder Information”).

They types of information we may collect includes: (i) Information about purchases made with the Card, such as date of purchase, amount and place of purchase;

(ii) Information you provide to us regarding the Card, when you register your card, or when you contact us with customer service issues, such as name, address, and phone number.

The types of information we may disclose include: (i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of the Card for a third party (e.g., a merchant); (iii) in order to comply with any law or to comply with requirements of any government agency or court order; (iv) if you give us your written consent; (v) to service providers who administer the Card or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to prevent, investigate or report possible illegal activity; (vii) in order to issue authorizations for transactions on the Card; and (viii) 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. **No Warranty of Availability or Uninterrupted Use.** From time to time, services related to the Card may be inoperative. When this happens, you may be unable to use your Card or obtain information about your Card. Please notify us if you have any problems using your Card. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

**Lost or Stolen Card.** You agree to safeguard your Card against loss or theft by taking all reasonable precautions. If your Card has been lost or stolen, you agree to notify us IMMEDIATELY at 1.800.985.4316, 24 hours a day, 7 days a week. When you notify us, you must provide your name, Card number and other identifying details. **We cannot assist you if you do not have the Card number.** We will make reasonable efforts to lock a lost or stolen Card from further use. If you notify us promptly of a lost or stolen Card and we are able to lock it from further use, you will not be liable for any further transactions associated with the lost or stolen Card.

You may request a replacement Card for a lost, stolen or damaged Card at the Distributor. A replacement Card will not be issued unless you present adequate proof of purchase, the 16 digit Card number, the damaged Card, in the case of a damaged Card, and your full identification. Requests to replace a Card may be denied by us or the Distributor, in either’s discretion, in the event we or the Distributor suspects fraudulent or unlawful activity or improper Card use. If the replacement is approved, a new Card will be issued and activated in the amount remaining on the Card, if any, at the time of the replacement. Replacements may take up to 30 days to process. There may be a fee associated with a Replacement Card (see Card Fees above). Replacements may take up to 30 days to process.

**Limitation of Bank’s Liability for Unauthorized Transactions.** Because your Card is accepted like cash by Merchants for purchases, you are responsible for all transactions associated with your Card, **including unauthorized transactions.** We are not responsible for the delivery, quality, safety, legality, or any aspect of goods or services that you purchased from others with your card. All such disputes should be addressed to the merchants from whom the goods and services were purchased. However, if your Card is lost, stolen, or damaged, the Card can be replaced with the balance remaining on it at the time you notify us that it has been lost, stolen or damaged, provided you are able to provide us with the Card number or other information that allows us to obtain the Card number so we can lock the Card. We are not liable for any claims of special, indirect or consequential damages. We reserve the right to decline to issue you a replacement Card in accordance with applicable law. It may take up to thirty (30) days to process a request for a replacement, however, we will endeavor to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances.

**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 OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability.** If we do not complete a transaction to or from your Card on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (1) if, through no fault of ours, your Card funds are insufficient for the transaction or are unavailable for withdrawal (for example, because there is a hold on your funds or your funds are subject to legal process); (2) if a computer system or POS terminal was not working properly and you knew about the problem when you started the transaction; (3) if a merchant refuses to honor your Card; (4) if circumstances beyond our control (such as fire, flood, terrorist attack or national emergency) prevent the transaction, despite reasonable precautions that we have taken; (5) if any failure or malfunction is attributable to your equipment, to merchant equipment, or to any internet service or payment system; (6) if you attempt to use a Card that has not been properly activated; (7) If your Card has been reported as lost or stolen, if your Card has been suspended by us, or we have reason to believe the transaction is not authorized by you; or (8) As otherwise provided in this Agreement.

IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER 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 OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

**Communications.** We may contact you from time to time regarding your Card. We may contact you in any manner we choose unless the law says that we cannot. For example, we may: (1) contact you by mail, telephone, email, fax, recorded message, text message or personal visit; (2) contact you by using an automated dialing or similar device ("Autodialer"); (3) contact you at your home and at your place of employment; (4) contact you on your mobile telephone; (5) contact you at any time, including weekends and holidays; (6) contact you with any frequency; (7) leave prerecorded and other messages on your answering machine/service and with others; and (8) identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Card are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may contact you at this number using an Autodialer and can also leave prerecorded and other messages. We may do these things whether we contact you or you contact us.

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

**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, demand or controversy of any kind between you and us (whether past, present or future). The term Dispute is to be given its broadest possible meaning for purposes of this Agreement.

For purposes of this arbitration agreement, the terms "you" and "your" include any purchaser or authorized user of a Card and also your heirs, guardian, personal representative, or trustee in bankruptcy. The terms "we," "our," and "us" mean the Bank and its affiliates and includes each such party's employees, officers, directors, shareholders, attorneys, predecessors, agents and assigns.

**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"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org or JAMS, The Resolution Experts, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com. 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 each firm at the address above.

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: *Sunrise Banks, 200 University Avenue West Suite 200, Saint Paul, MN 55103. You may opt-out without affecting your application or cardholder status.*

**Assignability.** We may assign or transfer our rights and obligations under this Agreement at any time without prior notice to you. Notwithstanding the foregoing, this Agreement shall be binding on you and your heirs, your executors, administrators, guardians, personal representatives, or trustee in bankruptcy. Additionally it is understood, even if the card subject to this Agreement provides that the card is issued by a bank other than us, cardholder agrees that it shall have no rights or claims of any kind against the other bank.

**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 your 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 call us toll free at 1.800.985.4316, or write to: Card Services, 520 W. 103<sup>rd</sup> Street, #256, Kansas City, Missouri 64114.

**For Cards Purchased/Distributed Electronically:**

**Method of Providing Communications to You in Electronic Form**

All required Disclosures/Communications that we provide to you will be provided by e-mail or by posting such E-Communications on the website.

**How to Withdraw Consent**

You may withdraw your consent to receive E-Communications at any time by emailing [EcommSupport@storefinancial.com](mailto:EcommSupport@storefinancial.com). We will not impose any fee to process the withdrawal of your consent to receive E-Communications. Any withdrawal of your consent to receive E-Communications will be effective only after we have a reasonable period of time to process your withdrawal. In the meantime, you will continue to receive E-Communications from us. If you withdraw your consent, the legal validity and enforceability of prior required disclosures and communications delivered in electronic form will not be affected.

**How to Update Your Records**

It is your responsibility to provide us with a true, accurate and complete e-mail address, your contact information, and other information related to this Disclosure and your Card, and to maintain and update promptly any changes in this information. You can update this information by emailing [EcommSupport@storefinancial.com](mailto:EcommSupport@storefinancial.com).

**Hardware and Software Requirements**

In order to access, view, and retain E-Communications that we make available to you, you must have: an Internet browser that supports 128 bit encryption, Microsoft Internet Explorer 4.7 or above, Netscape Navigator 4.7 or above, or the equivalent software, sufficient electronic storage capacity on your computer's hard drive or other data storage unit, an e-mail account with an Internet service provider and e-mail software, a personal computer (for PCs: Pentium 120 Mhz or higher; for Macintosh, Power Mac 9500, Power PC 604 processor: 120-MHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing E-Communications received from us in via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above, Adobe Reader version 9.0 or higher.

**Requesting Paper Copies**

We will not send you a paper copy of any E-Communication unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an E-Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the E-Communication to you. To request a paper copy, contact us by emailing [EcommSupport@storefinancial.com](mailto:EcommSupport@storefinancial.com). We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any required disclosure or communication that you have authorized us to provide electronically. There are no fees to request paper copies.

**Communications in Writing**

All required disclosures and communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other E-Communication that is important to you.

**Federal Law**

You acknowledge and agree that your consent to E-Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**Termination/Changes**

We reserve the right, in our sole discretion, to discontinue the provision of your E-Communications, or to terminate or change the terms and conditions on which we provide E-Communications. We will provide you with notice of any such termination or change as required by law.