



NORTH BAY CREDIT UNION CLOSED LOOP VIRTUAL PREPAID GIFT CARD CARDHOLDER AGREEMENT

IMPORTANT- PLEASE READ CAREFULLY

TERMS AND CONDITIONS/DEFINITIONS FOR THE NORTH BAY CREDIT UNION CLOSED LOOP VIRTUAL PREPAID GIFT CARD

PLEASE NOTE THAT ALL GIFT CARD PURCHASES ARE FINAL AND YOU WILL NOT BE ENTITLED TO A REFUND OF YOUR GIFT CARD LOAD OR THE GIFT CARD PURCHASE FEE AS DESCRIBED HEREIN!

This document constitutes the agreement (“**Agreement**”) outlining the terms and conditions under which the North Bay Credit Union closed loop virtual prepaid gift card (the “**Gift Card**”) has been issued by North Bay Credit Union, member FDIC. “**Card Account**” means the records we maintain to account for the transactions made with your Gift Card. “**Account Number**” means the number used to identify your Card Account. “**Card**” or “**Gift Card**” means the **North Bay Credit Union** closed loop virtual prepaid Gift Card issued to you by North Bay Credit Union. “**Virtual**” means that no physical card is issued to you, but rather the underlying Card Account is an electronic register that North Bay Credit Union maintains to record your transactions. “**Closed Loop**” Gift Card means that this card can **ONLY** be used at specific merchants that accept the Gift Card and for which North Bay Credit Union has entered into a separate merchant agreement with such merchants (“**Merchants**”) to accept the North Bay Credit Union Closed Loop Gift Card. The North Bay Credit Union Closed Loop “**Card Number**” is the number associated with your Card Account that may be used to conduct transactions with your Gift Card. “**Issuer**,” “**we**,” “**us**,” and “**our**” means North Bay Credit Union, member FDIC. “**You / you**,” “**your**,” and “**Cardholder**” refers to the person who purchases the Gift Card and is authorized to use the Gift Card as provided for in this Agreement. In order to become a Cardholder, you must be an individual who can lawfully enter into and form contracts under applicable law in the state in which you reside. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

You acknowledge and agree that: (a) the Gift Card is a single-use card that is NOT reloadable; (b) the value available in your Card Account is limited to the funds that you have loaded into your Card Account or have been loaded into your Card Account on your behalf; (c) there is no personal identification number (“PIN”) associated with your Card or the use of your Card; and (d) all transactions must be completed by signing the receipt for transactions completed in person or by electronically signing for online transactions, where permitted and applicable. By accepting and using your Card, you agree: (a) that you have received, read, and understand this Agreement in its entirety; (b) to be bound by the terms and conditions contained in this Agreement; and (c) to receive all future amendments and revisions to this Agreement exclusively in electronic form by logging into the North Bay Credit Union Cardholder site at www.northbaycu.com/giftcard.

There is no expiration date for the Gift Card. The Card is a virtual prepaid card, therefore no physical card will be issued to you. The Card is not a credit card. The Card is not for resale. You are the direct beneficiary of the funds loaded to your Card Account. The funds in your Card Account will be FDIC insured (please visit <https://www.fdic.gov> for more information regarding FDIC insurance) upon receipt by the Issuer. You will not receive any interest on your funds in your Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card may be canceled or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card Account if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account, except as may otherwise be indicated in any other account agreements you have entered into with us.

OPENING A CARD ACCOUNT (IDENTIFICATION VERIFICATION)

Because your Gift Card is not reloadable, it can only be loaded with a maximum of USD Five Hundred Dollars (\$500.00), can only be issued in U.S. Dollars, and is only valid at U.S. merchants. We are not required to verify your identity when you purchase a Gift Card, however, when you open a Card Account, we reserve the right at our sole discretion to ask for your name, street address, date of birth, and other information that will allow us to reasonably identify you, including, but not limited to, your social security number or other tax identification number if we suspect, at our reasonable discretion, that you may be attempting to purchase a Gift Card for purposes that may violate this Agreement. We may also ask to see your driver’s license or other identifying documents at any time.

BUSINESS DAYS

Our business days are Monday through Friday, excluding federal holidays (“**Business Days**”), even if we are open. Any references to “**days**” found in this Agreement are calendar days unless indicated otherwise.

AUTHORIZED USERS

IMPORTANT NOTE: TREAT THIS GIFT CARD LIKE IT IS CASH: The North Bay Credit Union Gift Card is not personalized with your name and you are not required to register this Card with us, therefore **YOU** are responsible for all authorized transactions initiated and fees incurred by use of your Card Account. 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 and fees incurred by those persons. If you notify us to cancel your Card or Card Number, we may close your Card Account and issue a new Card to you with a different Card Number. There will not be any charge to you to issue you a new Card. You are wholly responsible for the use of the Card and Card Account according to the terms and conditions of this Agreement.

ACTIVATION/REGISTRATION

You are not required to activate or register this Card.

PERSONALIZED PHYSICAL CARDS

The Gift Card is a Virtual prepaid Card, therefore no physical card will be issued to you.

PERSONAL IDENTIFICATION NUMBER

There is no PIN associated with the Gift Card.

CASH ACCESS

There is no cash access allowed or available with your Gift Card.

LOADING YOUR CARD ACCOUNT

At the time you purchase your Gift Card, you may add funds to your Card Account called “**value loading**”, up to **one time**, subject to the terms, methods, and limitations set forth in the section below labeled “**Using Your Card /Limitations**”. Please refer to the section labeled “**Using Your Card/Limitations**” for applicable limits on the number of times you can value load your Card Account and limits to the amount that can be loaded to your Card Account. The calculation of these limits may take into consideration all similar transactions made with any other Card Account(s) you may have with us.

You may value load your Card Account using one or more methods set forth in the section below labeled “**Using Your Card /Limitations**” including (a) your personal debit card, or (b) your personal credit card.

Personal checks, cashiers’ checks, and money orders sent to the Issuer are not acceptable forms of value loading. All checks and money orders sent to the Issuer for Card Account loading will be returned unless your Card Account has a negative balance at the time such check or money order is received, in which case the Issuer may in its discretion choose to apply the check or money order proceeds to the negative balance owed.

Loading your Card Account will be subject to the limitations set forth in the section below labeled “**Using Your Card /Limitations**”.

LIMITATIONS ON FUNDS AVAILABILITY

Funds that are loaded to your Card Account with a credit card, debit card, or other payment card (collectively, a “**Payment Card**”) to the extent such value loading options are available (see section below labeled “**Using Your Card /Limitations**”), may not be available immediately and may be subject to a hold (“**Hold**”) of up to three (3) Business Days to help us ensure the validity of such funds and prevent fraud. Funds on Hold will not be available for you to use and may not be reflected in your Card Account available balance during the Hold period. We reserve the right to place a Hold on any funds loaded to your Card Account that we reasonably believe may be the result of an unauthorized transfer or may be associated with potential fraud.

USING YOUR CARD/LIMITATIONS

Card Account Access: Subject to the limitations set forth in this Agreement, you may use your Card to: (1) load funds to your Card Account (see section labeled “**Loading Your Card Account**”); (2) purchase goods or services online through select Merchants that accept North Bay Credit Union Gift Cards; and (3) purchase goods or services at select retail Merchants that accept North Bay Credit Union Gift Cards subject to the limits established within this Agreement. Some of these services may not be available at all terminals or in all instances. There may be fees associated with some of these transactions. For information about the fees, see the section labeled “**Fee Schedule**”. Please remember that the North Bay Credit Union Gift Card can only be utilized to purchase goods and services at a limited number of Merchants that have agreed to accept the North Bay Credit Union Gift Card as a method of payment. Be sure to check with a merchant to ensure they accept the North Bay Credit Union Gift Card **PRIOR TO** purchasing or loading your North Bay Credit Union Gift Card.

Limitations on frequency of transfers: For security reasons, we may limit the amount or number of transactions you can make with your Card.

Limitations on Use: (1) When using your Card, we may place restrictions on the number of times you may use your Card and the maximum value of any transaction or collective transactions. (2) We may determine any maximum values by aggregating the activity and value of all Card Accounts you may have with us, whether you are a primary Cardholder or a secondary Cardholder. (3) We reserve the right, at our sole discretion and subject to the limitations contained herein to restrict the types of locations or terminals where your Gift Card may be used or the types of transactions that may be effected with your Gift Card. Please refer to the table below for the limitations on use of your Card. We reserve the right to amend these limits from time to time at our sole discretion or subject to law.

Fee Schedule	
Gift Card Purchase Fee – This is the one-time fee charged to purchase the North Bay Credit Union Gift Card as applicable PLEASE NOTE THAT ALL GIFT CARD PURCHASES ARE FINAL AND YOU WILL NOT BE ENTITLED TO A REFUND OF YOUR GIFT CARD LOAD OR THE GIFT CARD PURCHASE FEE!	Up to \$3.00
Other Fees Including Transaction Fees, Monthly Maintenance Fees, and Dormancy / Inactivity Fees	None
Card Limits	
Maximum Load / Purchase Amount	\$500.00
Maximum number of times Card may be loaded	1
Maximum Transaction Amount	Lesser of \$500 or Available Balance on Card
Maximum Daily Amount for All Transactions	Lesser of \$500 or Available Balance on Card
Maximum Number of Daily Transactions	Unlimited
Other Limits for Using the Card	None

Additional limits may apply. Please call us at (888) 536-5652 if you have any questions about these limitations on use.

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 exceed the available amount in your Card Account through an individual transaction or a series of transactions. If any transaction(s) exceeds the balance of the funds available in your Card Account, you shall remain fully liable to us for the amount of the transaction(s) and any applicable transaction fee(s). You agree to pay us promptly for the negative balance. If you have not added sufficient funds to your Card Account to cover the negative balance within sixty (60) days of its creation, **we will have the right to cancel your Card Account and pursue collection against you, including the right to collect funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us.**

If you do not have enough funds available in your Card Account, you can instruct the Merchant to charge part of the purchase to the Card and pay the remaining amount with cash or another Card. These are called “**split transactions**.” Some Merchants do not allow Cardholders to conduct split transactions. If you wish to conduct a split transaction and the Merchant permits it, you must tell the Merchant to charge only the exact amount of funds available in your Card Account to the Card. You must then arrange to pay the difference using another payment method. Some Merchants may require payment for the remaining balance in cash. If you fail to inform the Merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

Certain Merchants 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. Any preauthorized amount will result in the placement of a “**hold**” on your available funds until the Merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. If we do not receive the final payment amount, the preauthorized amount on hold will typically remain in place for thirty (30) days. During a hold period, you will not have access to the preauthorized amount.

You may not use your Card Number or the Issuer’s routing number and your assigned Account Number in connection with the creation and/or negotiation of any financial instruments such as checks, which we have not authorized.

Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card, except as otherwise permitted in 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 the section labeled “**Returns and Refunds**,” in addition to previous information addressed in this section).

PREAUTHORIZED DEBITS AND CREDITS

Your Gift Card **CANNOT** be used for arranging direct deposits into your Card Account or for authorizing recurring payments to merchants, internet service or other utility providers.

FRAUDULENT OR CRIMINAL CARD ACCOUNT OR VIRTUAL CARD ACTIVITY

We reserve the right to block or cancel your Card Account if, as a result of our policies and processes, we detect what we reasonably believe to be fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement. We will incur no liability to you because of the unavailability of the funds that may be associated with your Card Account.

RETURNS AND REFUNDS

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card Account for such refunds and agree to the refund policy of that Merchant. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the Merchant, you must attempt to handle it directly with the Merchant. There may be a delay of up to five (5) Business Days or more from the date the refund transaction occurs until the date the refund amount is credited to your Card Account.

CARD NUMBER REPLACEMENT

If you need to replace your Card Number for any reason, please contact us at (888) 536-5652 to request a replacement Card Number. You will be required to provide personal information which may include your Card Number, full name, transaction history, and similar information to help us verify your identity. There is no fee for replacing your Card Number.

TRANSACTIONS MADE IN FOREIGN CURRENCIES AND/OR WITH MERCHANTS LOCATED IN FOREIGN COUNTRIES ARE PROHIBITED

RECEIPTS

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

CARD ACCOUNT BALANCE / NO PERIODIC STATEMENTS

You may determine your available balance by calling (888) 536-5652 (there is no fee for this call). You will not automatically receive paper statements and there is no statement associated with your Card Account. You have the right to obtain a sixty (60) day history of account transactions by calling (888) 536-5652, or by writing to us at North Bay Credit Union Gift Card, Cardholder Services, 397 Aviation Blvd., Ste L, Santa Rosa, CA 95403. We reserve the right at our sole discretion to send you any transaction history electronically and you hereby agree to receive such statements electronically.

CONFIDENTIALITY

We may disclose information to third parties about your Card Account or the transactions you make:

1. Where it is necessary for completing transactions;
2. In order to verify the existence and condition of your Card for a third party, such as a Merchant;
3. In order to comply with government agency or court orders, or other legal reporting requirements;
4. If you give us your written permission; or
5. To our employees, auditors, affiliates, service providers, or attorneys, as needed.

OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

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

1. If through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction;
2. If a Merchant refuses to accept your Card;
3. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
4. If access to your Card Account has been blocked after you reported your Card lost or stolen;
5. If there is a hold (or Hold) on your funds or your funds are subject to legal process or other encumbrance restricting their use;
6. If we have reason to believe the requested transaction is unauthorized;
7. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
8. Any other exception stated in our Agreement with you.

INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS

In case of errors or questions about your Card Account, call us at 888-536-5652, write to us at North Bay Credit Union Gift Card, Cardholder Services, [Address], or email us at support@inspirepay.io as soon as possible if you think an error has occurred in your Card Account. We must allow you to report an error until sixty (60) days after the date on which the suspected error occurred. You may request a history of your transactions at any time by calling us at 888-536-5652 or writing to us at North Bay Credit Union Gift Card, Cardholder Services, 397 Aviation Blvd., Ste L, Santa Rosa, CA 95403.

You will need to tell us:

1. Your name and Card Number;
2. Why you believe there is an error, and the dollar amount involved; and
3. Approximately when the error took place.

If you report the error to us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days of your oral notification.

We will attempt to 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 credit your Card Account within ten (10) Business Days for the amount you think is in error, less \$50.00, 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 and may close our investigation.

We will tell you the results within three (3) Business Days after completing the 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 888-536-5652 or write to us at North Bay Credit Union Gift Card, Cardholder Services, 397 Aviation Blvd., Ste L, Santa Rosa, CA 95403.

UNAUTHORIZED TRANSFERS

If you believe an electronic fund transfer has been made using the information from your Card without your permission, call us at (888) 536-5652 or write to us at North Bay Credit Union Gift Card, Cardholder Services, [Address].

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Contact us AT ONCE if you believe that an electronic funds transfer has been made without your permission. Calling us at (888) 536-5652 is the best way to minimize your possible losses. You could lose all the money in your Card Account.

If you notify us within two (2) Business Days after you learn of the unauthorized transfer, you can lose no more than \$50.00 if someone used your Card without your permission. If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00. If your Card has been lost or stolen, we will deactivate your Card Number and issue you a new Card Number to reduce potential losses.

Also, if you become aware of and/or your electronic history shows transactions that you did not make, including those made by your Card or other means, notify us at once following the procedures stated in the section labeled "**Information About Your Right to Dispute Errors**" appearing above. If you do not tell us within sixty (60) days of the date of the unauthorized transfer, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods for a reasonable period at our discretion.

THIRD PARTY PROVIDERS

We may have arranged for third party providers to provide products or services to you in connection with your Card ("**Third Party Providers**"). In order to use these products or services, you may be required to agree to additional terms and conditions from those Third Party Providers, and may be subject to additional requirements of the Third Party Provider. By agreeing to this Agreement or continuing to use such services, you hereby agree to any Third Party Provider terms that apply to your use of such products and services in connection with the Card, which may be updated from time to time. For avoidance of doubt, these Third Party Provider terms are between you and the applicable Third Party Provider, not us.

MISCELLANEOUS

Your Card Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement at any time. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other network or association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or

regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of California except to the extent governed by federal law.

ENGLISH LANGUAGE CONTROLS

Any translation of this Agreement (if available) is provided solely for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English language version. The English language version of this Agreement shall govern in the event of any conflict in meaning or translation into any other language.

AMENDMENT AND CANCELLATION

We may: (a) amend or change the terms and conditions of this Agreement; or (b) cancel or suspend your Card Account or this Agreement at any time without prior notice to you except as required by applicable law. You may cancel this Agreement by calling us at (888) 536-5652 or by writing to us at: North Bay Credit Union Gift Card, Cardholder Services, 397 Aviation Blvd., Ste L, Santa Rosa, CA 95403 Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event your Card Account is canceled, closed, or terminated for any reason, so long as you used your Card Account in accordance with the terms of this Agreement, you may request the unused balance to be returned to you via a check to the mailing address you provide to us. **The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.**

UNCLAIMED PROPERTY

If we are unable to contact you and have no record of your use of the Card for one or more years, applicable law may require us to report any funds in your Card Account as unclaimed property. If this occurs, we may attempt to locate you at any address we may have in our records, but if we are unable to locate you, we may be required to deliver any such funds to the applicable state as unclaimed property. We will comply with unclaimed property laws and appropriately engage in escheatment activities as required by state law.

DELIVERY OF ELECTRONIC COMMUNICATIONS

The following E-Sign Disclosure and Consent ("**Disclosure**") applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card Account and any related products and services ("**Communications**"), to the extent you have consented to receiving such Communications electronically. If you do not consent or wish to withdraw your consent to receive all Communications electronically, please call us at (888) 536-5652.

1. **Scope of Communications to Be Provided in Electronic Form.** When you purchase and / or use your Card or use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications only in electronic format by posting such Communications on our website at www.northbaycu.com/giftcard and that we may refrain from sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:
 - All legal and regulatory disclosures and communications associated with your Card Account and any related products or services;
 - Your Cardholder Agreement and any notices about a change in terms of your Cardholder Agreement;
 - Privacy policies and notices;
 - Error Resolution policies and notices;
 - Responses to claims filed in connection with your Card Account;
 - Any annual notices or disclosures; and
 - Notices regarding insufficient funds or negative balances.
2. **Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided by access to the following Cardholder web site: www.northbaycu.com/giftcard.
3. **How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form at any time by contacting us at 888-536-5652. If you do withdraw your consent, you will need to provide us with your contact information to send subsequent Communications to you in writing to the most current e-mail or mailing address we have for you in our records, if available. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request for withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected. Please note that the Gift Card is not personalized, therefore we will have no way to communicate with you in writing or to store your personal information except to the extent to which you contact us directly to obtain any Communication(s) in writing and provide us with your contact information EACH TIME you need to request any Communication(s) from us.
4. **Requesting Paper Copies.** We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic 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 electronic Communication to you. To request a paper copy, contact us by calling (888) 536-5652 or by writing to us at: North Bay Credit Union Gift Card, Cardholder Services, 397 Aviation Blvd., Ste L, Santa Rosa, CA 95403. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.
5. **Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

CUSTOMER SERVICE

For customer service or additional information regarding your Card Account, please contact us at:

North Bay Credit Union Gift Card
Attention: Cardholder Services,

397 Aviation Blvd., Ste L
Santa Rosa, CA 95403
Customer Service (888) 536-5652 between the hours of 9:00 a.m. and 5:00 p.m. PT

Customer Service agents are available to answer your calls on our Business Days from 9:00 a.m. Eastern Time to 4:00 p.m. Eastern Time, excluding holidays.

TELEPHONE MONITORING/RECORDING

From time to time, we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

NO WARRANTY REGARDING GOODS AND SERVICES

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card or Card Account.

ARBITRATION

Purpose: This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

Definitions: As used in this Arbitration Provision the term “**Claim**” means any claim, dispute or controversy between you and us arising from or relating to the Card Account or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. “**Claim**” includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term “**Claim**” is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card Account; (ii) the amount of available funds in your Card Account; (iii) advertisements, promotions or oral or written statements related to your Card Account, or goods or services purchased with your Card; (iv) the benefits and services related to your Card Account; and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court.

As used in the Arbitration Provision, the terms “**we**” and “**us**” shall for all purposes mean the Issuer, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, “**we**” or “**us**” shall include any third party using or providing any product, service or benefit in connection with any Card Accounts (including, but not limited to merchants who accept the Card or Card Account, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms “**you**” or “**yours**” shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional Cardholders.

Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services (“**JAMS**”) or the American Arbitration Association (“**AAA**”), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows:

(i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; or (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

SIGNIFICANCE OF ARBITRATION

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE “CODE”). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on basis involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator’s authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator’s authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to the mailing address we have in our records and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the “**FAA**”). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided

to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

Continuation: This Arbitration Provision shall survive termination of your Card Account as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. 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.

FEE SCHEDULE

There may be a fee of up to **\$3.00** (the "Gift Card Purchase Fee") to purchase the Gift Card which will be added to the initial load amount when you purchase your Gift Card. Please note that the Gift Card Purchase Fee, if applicable, will not be added to the balance in your Card Account. For example, if you wish to load your Gift Card with \$100, then the total amount that will be collected from you at the time of purchase will be \$103.00, however only \$100.00 will be loaded to your Card Account.

There are no other fees for purchasing or using the Gift Card.

Refund Policy: The Card Purchase Fee is NOT refundable. Please call Customer Service at (888) 536-5652 with questions about our refund policy or any fees. Any and all refunds, if due, are at par.

This Cardholder Agreement is effective July 1, 2024.

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