

## The Gift Card Market Mastercard® Cardholder Agreement

**Important: Please read this Agreement carefully and keep it for your records. This agreement will also be provided to the recipient of The Gift Card Market Mastercard.**

The Gift Card Market Mastercard Cardholder Agreement ("**Agreement**") sets forth the terms of The Gift Card Market Mastercard. Your Card is issued by **Sunrise Banks N.A.**, Sioux Falls, SD 57108, Member FDIC pursuant to a license from Mastercard International Incorporated.

**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**, of Sioux Falls, South Dakota, 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. "**Card**" means the Virtual The Gift Card Market Mastercard that is issued to you by us. "**PIN**" means personal identification number.

**Agreement to Terms.** By using the Card, you agree to the terms of this Agreement. If you do not agree to the terms of this Agreement or do not want to use the Card, please call us at 1-855-798-2146 to cancel your Card. You should always keep a record of your Card number and the customer service phone number provided. **We will not be able to assist you if your Card is compromised unless you have your Card number.**

**Card Description.** The virtual Card is a prepaid virtual card, which has all the features of a prepaid card, but a plastic card is **not** issued for access. Your virtual Card is loaded with a specific amount of U.S. dollars intended for gifting purposes. 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 Virtual 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 are NOT insured by the FDIC or any other federal or state agency. You may view your card balance at: <http://www.thegiftcardmarket.com/checkbalance> and you may review transactions by calling our automated customer service system at 1-855-798-2146.

**PIN:** A PIN is a four-digit code that may be used to make purchase transactions instead of signing for your transaction. The PIN is set to the last four digits of the card number. Some merchants may require you to make purchases using a PIN rather than your signature. If you need to reset your PIN, please call 1-855-798-2146 and select Option 1. Your PIN may not be used to obtain cash at an ATM or cash back at a POS terminal. To prevent unauthorized access to your Card balance, you agree to keep your PIN confidential. We recommend that you memorize your PIN and do not write it down.

**Using Your Card.** Your card will be activated automatically once the Purchaser has completed multi-factor authentication. Your Card may be used at pre-designated U.S. merchants, selected by the purchaser. The designated merchant is reflected within the virtual card you received by email or text from the purchaser. Not all designated merchants accept virtual cards for purchase of goods and services (including internet, mail, and phone order purchases), subject to the limitations in this Agreement. We recommend that you call the pre-designated merchant named in your virtual card, in advance, to confirm acceptance of virtual wallet transactions or manual virtual card transactions. If the establishment is unable to accept the Virtual Prepaid Gift Card, due to their Point-of-Sale system limitations, or if you would like to switch the merchant to another establishment within the same merchant category, you may do so by clicking the link at the bottom of the virtual Gift Card page. 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 for any illegal transactions; (ii) promptly notify us of any compromise 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 virtual 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 may not make preauthorized regular payments from your Card.

**Merchant Authorization Holds.** When you use your Card to pay for goods or services at merchants selected by the purchaser of the gift card, certain merchants (such as restaurants, spas and salons) may ask us to authorize the transaction in advance and may estimate its final value up to twenty percent (20%) more to cover any tip or gratuity that you may add to the purchase. When we preauthorize a 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). We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction, such as at certain merchants that authorize high dollar amounts, 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 for the correct amount of the final transaction, however, and will release the hold on any excess amount when the transaction finally settles.

**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 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.

**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.

**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.** 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.

**Card Fee.** The following fee applies to your Card, except where prohibited or modified by applicable law:

<b>Purchase Fee.</b> This is a one-time initial fee that must be paid by the purchaser at the time of purchase.	<b>\$4.95</b>
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**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. You can also obtain information about the current available balance on your Card and your recent transactions at no charge by calling 1-855-798-2146 or by visiting <http://www.thegiftcardmarket.com/checkbalance>

#### **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.thegiftcardmarket.com](http://www.thegiftcardmarket.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.thegiftcardmarket.com](http://www.thegiftcardmarket.com). Or you may access the cardholder agreement in the link provided within your virtual gift card.

**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 calling us at 1-855-798-2146 and requesting the closure of your card. 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 calling us at 1-855-798-2146 or writing to us at Customer Service Department, The Gift Card Market, PO Box 700172, San Antonio, TX 78270-172 and providing us with your name, address and Card number.

**Card Expiration.** The Card has an expiration date printed within the Virtual Card when you receive it. You may request a virtual card replacement if your virtual account is determined to be compromised. Expiration of your Card does NOT result in the expiration of your Card's remaining value. Your Card's remaining value never expires. If available funds remain on your Card after the expiration date, simply contact us at 1-855-798-2146 to order a replacement virtual Card loaded with the remaining value. There are no fees associated with ordering a replacement Virtual Card if your Card has expired. We reserve the right to decline to issue you a replacement Card in accordance with applicable law.

**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").

The 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 when you apply for a Card or for replacement Cards, 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.

**Compromised Card.** You agree to safeguard your Virtual Card against theft or compromise, by taking all reasonable precautions. If your virtual Card has been compromised, you agree to notify us IMMEDIATELY at 1-855-798-2146. 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 cancel your Card, and if our records show that available funds remain on your Card, we will issue you a replacement Virtual Card loaded with the remaining value. We reserve the right to decline to issue you a replacement virtual 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.

**Unauthorized Transactions or Errors.** You agree to safeguard your Card against unauthorized use by taking all reasonable precautions. If you believe that someone has made an unauthorized transaction with your Card (or may attempt to use your Card without permission) or believe an error has occurred with your Card, you agree to notify us IMMEDIATELY at 1-855-798-2146 and in no event later than sixty (60) days of the date of the transaction at issue. When you notify us, you must provide your name, Card number and other identifying details, and describe the error or transaction that you are unsure about. **We cannot assist you if you do not have the Card number.** In the event of actual or suspected unauthorized use, we will cancel your Card, and if our records show that available funds remain on your Card, we will issue you a replacement virtual Card loaded with the remaining value. We reserve the right to decline to issue you a replacement Virtual Card in accordance with applicable law. You agree to assist us in determining the facts relating to any possible unauthorized use or error associated with your Card, and to comply with the procedures we may require for our investigation. Following our investigation, if we determine that unauthorized use or an error has occurred with your Card, we will credit your Card in the amount of the unauthorized use or error. 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 compromised, 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.

**Questions.** The Gift Card Market Mastercard, 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 1-855-798-2146 or write Customer Service Department, The Gift Card Market, PO Box 700172, San Antonio, TX 78270-or Email [cs@thegiftcardmarket.com](mailto:cs@thegiftcardmarket.com).

**Communications.** We may contact you from time to time regarding The Gift Card MarketMastercard. 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, recorded message, or text message

(2) contact you by using an automated dialing or similar device ("Autodialer");

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(3) contact you on your mobile telephone;

(4) contact you at any time, including weekends and holidays;(5) leave prerecorded and other messages on your answering machine/service and with others; and

(6) identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Card Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may suppress caller ID and similar services when contacting you regarding your card. When you give us your mobile telephone number, we may contact you at this number using an Autodialer and can also leave prerecorded and other messages.

If you ask us to discuss your Card Account with someone else, you must provide us with 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 South Dakota; (ii) any action or proceeding with respect to this Agreement or any services hereunder shall be brought only before a federal or state court in the State of South Dakota; and (iii) you agree to pay upon demand all of our costs and expenses incurred in connection with the enforcement of this Agreement. If we are served garnishments, summonses, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction.

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

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

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

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

**How Arbitration Works.** If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing an arbitration complaint must choose either

of the following arbitration firms for initiating and pursuing arbitration: the American Arbitration Association ("AAA") or JAMS, The Resolution Experts. If the parties mutually agree, a private party, such as a retired judge, may serve as the arbitrator. If you claim you have a Dispute with us, but do not initiate arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

*American Arbitration Association*  
1633 Broadway, 10th Floor  
New York, NY 10019  
Web site: [www.adr.org](http://www.adr.org)  
Telephone (800) 778-7879

*JAMS, The Resolution Experts*  
1920 Main Street, Suite 300  
Irvine, CA 92614  
Web site: [www.jamsadr.com](http://www.jamsadr.com)  
Telephone (949) 224-1810 or (800) 352-5267

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

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

**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  
5105 S Crossing Place, Unit 1A  
Sioux Falls, SD, 57108

**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.

**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 contact:

cs@thegiftcardmarket.com or 1-855-798-2146

This Agreement is effective August 2024.

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

<b>Questions?</b>	Call 1-855-798-2146
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