

Cardholder Agreement

This Cardholder Agreement, including the List of All Fees, and any Privacy Notice provided to you by us (collectively referred to as this "Agreement"), sets forth the terms of your BROODII Prepaid Mastercard®. Please read it carefully and retain it for your records. Your Card is issued by Sunrise Banks N.A., St. Paul, MN 55103, Member FDIC pursuant to a license from Mastercard International Incorporated.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A CARD ACCOUNT: To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify and record information that identifies each person who opens a card account. What this means for you: when you open a card account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Definitions. In this Agreement, the words "**you**" and "**your**" means the Card Owner and any Authorized User of the Card. "**Card Owner**" means the person who qualified for and opened the Card Account and owns the funds in the Card Account. "**Authorized User**" means any person issued a Card at the request of the Card Owner and authorized by the Card Owner to use the Card. "**We**", "**us**", "**our**" and "**The Bank**" mean Sunrise Banks, the issuer of the Card. "**Card**" means the Mastercard plastic prepaid card that is issued to you by us. "**Card Account**" means the custodial sub-account we maintain on your behalf to track your Card balance on deposit with us and record transactions made using your Card or by other means authorized by this Agreement. "**Account Number**" means the 12-digit number used to identify your Card Account. "**Card Number**" means the 16-digit number embossed on your Card. "**Servicer**" means Debit Card Network, LLC, a third-party that markets and services the Card and Card Account on behalf of Sunrise Banks, including its officers, directors, employees, agents, affiliates, contractors, and subcontractors. "**Business days**" are Monday through Friday, excluding federal holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open. "**PIN**" means personal identification number. "**Access Information**" means collectively your PIN, online username, password, challenge questions, and any other security information used to access your Card Account.

Agreement to Terms. By activating or using your Card (see "*Activating Your Card*" below), you agree to the terms of this Agreement. If you do not agree to the terms of this Agreement or do not want to use the Card, please destroy the Card at once by cutting it in half and visit www.broodii.com and follow the cancellation instructions, or call (866) 266-1909 to cancel your Card Account. When any provision in this Agreement states that we may take certain actions, we may do so in our sole discretion. The terms of this Agreement are subject to amendment at any time in accordance with (see "*Change in Terms*" below).

Prepaid Card. The Card is a prepaid card. The Card allows you to access funds loaded or deposited to your Card Account by you or on your behalf. Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card and may not provide the same rights to you as those available in credit card transactions. You will not receive any interest on the funds in your Card Account. The funds in the Card Account will be insured for the benefit of the Card Owner to the maximum limit provided by the Federal Deposit Insurance Corporation provided we have been able to verify your identity. We may hold the funds in an account maintained by us, or we may place the funds with another FDIC-insured bank; regardless of their location, you will continue to manage your Card Account with us. Your funds will never expire, regardless of the expiration date on the front of your Card. The Card will remain the property of the Bank, must be surrendered upon demand and is nontransferable.

Activating Your Card. You cannot use the Card until it has been activated. To activate a personalized Card, call (866) 266- 1909 and follow the instructions provided. As part of the activation, you may be required to provide your Social Security Number and date of birth. Although no credit history is required to obtain a Card, you authorize us to obtain information about you from time to time from credit reporting agencies, your employers and other third parties for our internal processes.

Authorized Users. You may request an additional Card ("Secondary Card") for another person, provided such person is at least 13 years of age (see "*List of All Fees*") for applicable fees. If the Secondary Card is for a minor, you must be the minor's parent or legal guardian. You may also permit another person to have access to your Card or Access Information. However, you are liable for all Card transactions made by those persons. You must notify us to revoke permission for any person you previously authorized to use your Card or a Secondary Card. You are responsible for all transactions and fees incurred by you or any other person you have authorized to have access to your Card or Card Account. If you tell us to cancel another person's use of your Card or a Secondary Card, your Card may be cancelled, and a replacement Card will be issued to you with a different number. You are wholly responsible for the use of each Card and Secondary Card according to the terms of this Agreement.

Using Your Card, Card Number and Account Number. Subject to terms and limitations set forth in this Agreement, once you have activated your Card and we have verified your identity, you may use your Card, Card Number or Account Number, as applicable, to: (1) add funds to your Card Account (see "*Adding Funds to Your Card Account*" below), (2) purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Card Account (see "*Using Your Card for Purchases*" below), and (3) withdraw cash from your Card Account (see "*Using Your Card to Get Cash*" below), as long as you do not exceed the available balance in your Card Account. There may be fees associated with some of these transactions (see "*List of All Fees*") for more details. Some of these services may not be available at all terminals.

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

We will provide you our bank routing number and assign you a 16-digit Account Number. Our bank routing number and your 16-digit Account Number is available online at www.broodii.com by logging in to your Card Account, and will be provided to you with your Card. The bank routing number and your assigned Account Number are for the purpose of initiating direct deposits to your Card Account and authorized ACH debit transactions only. The 16-digit Card Number embossed on your Card should not be used for these types of transactions or they will be rejected. You are not authorized to use the bank routing number and Account Number to make a debit transaction with a paper check, check-by-phone or other item processed as a check, or if you do not have sufficient funds in your Card Account. These debits will be declined, and your payment will not be processed, and fees may apply.

PIN. A PIN is a four-digit code that may be used to make purchase transactions instead of signing for your transaction. Your PIN was selected at the time you activated your Card. Only one (1) PIN will be issued for the Card. To prevent unauthorized access to the Card balance, you agree to keep your PIN confidential. We recommend that you memorize your PIN and do not write it down. If you need to reset your PIN or if you need to retrieve a forgotten PIN, access your account at www.broodii.com and follow the instructions provided or call (866) 266-1909. Some merchants may require you to make purchases using a PIN rather than your signature. Your PIN can also be used to obtain cash (see “Using Your Card to Get Cash” below).

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

Limitation Type	Frequency and/or Dollar Limits (for typical transactions)
Card Limits	
Maximum Card Account balance	\$10,000 at any given time
Load Limits	
Direct Deposits	\$5,000 per day
Mobile Check Deposit	\$3,000 per day
ACH External Transfers (Incoming)	\$500 per day/\$2,500 per month
Savings Transfer (Incoming)	\$10,000 per day
Spend Limits*	
Cash Withdrawals (ATM or OTC)	\$300 per day
Card Purchases (Signature & PIN)	\$2,500 per day
Card Not Present Purchases**	\$2,500 per day
ACH External Transfers (Outgoing)	\$500 per day/\$2,500 per month
Savings Transfer (Outgoing)	\$10,000 per day

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

**Limit on Card Not Present Transactions: Card not present transactions are limited to \$2,500 per day. A card not present transaction occurs when a Card Owner does not physically present the card to the merchant at the time of the transaction. Card not present transactions include transactions made over the telephone or Internet.

Adding Funds to Your Card Account. You may add funds to your Card Account, called “loading,” at any time, subject to the limitations in (see “*Limitations on Card Usage*” above). Merchants and banks may have additional limitations. The minimum load is \$10.00. We reserve the right to accept or reject any request to load value to your Card Account. The Card Account may only be loaded by the Card Owner or on your behalf. There may be a fee imposed by the originating bank or retailer for a load transaction. Loads are subject to appropriate anti-fraud verification. Certain delays may be required to assure funds are available for loads prior to crediting to your Card Account and making funds available to you. All loads must be made in U.S. dollars. With the exception of Mobile Check Deposits described below, you cannot load your Card Account by check or money order. Funds may be loaded by the Card Owner through one or more of the following means:

- (1) **Direct Deposit.** You may arrange to have all or part of your paycheck, any Federal or state government benefit or payment (e.g., Federal tax refunds or social security payment) or other payments owing to you deposited directly to your Card Account by your employer or relevant payor. We do not charge a fee for this service. Once your Card has been activated, you may login in at www.broodii.com to obtain information about our Bank routing number and your assigned Account Number. The 16-digit Card Number embossed on your Card should not be used for initiating direct deposits or your deposits will be rejected. You must enroll with your payor using the Bank routing number and Account Number that we will provide to you. If you arrange to have direct deposits made to your Card Account at least once every sixty (60) days from the same person or company, you can call us at (866) 266-1909, or log in to your Card Account information at www.broodii.com to find out whether or not the deposit has been made. You may cancel the direct deposit authorization at any time by sending a written notice to your payor and providing the payor and BROODII sufficient time to act upon the notice before the next scheduled transfer date.
- (2) **Mobile Check Deposit.** Mobile Check Deposit is offered by Debit Card Network, LLC through Ensenta, a third party. Mobile Check Deposit is not available until 60 days from the date of an approved application and the Card Account is in good standing. You may use the Mobile Check Deposit Service to deposit funds from eligible checks to your Card Account using your mobile device. We do not charge any fees for the use of Mobile Check Deposit. Terms and Conditions will be provided to you at the time you sign up for the service. You may sign up for this service by downloading the app from Apple App Store®, Google Play®, or www.broodii.com. Return Item fees will apply as listed in (see “*List of All Fees*”). Mobile Check Deposit does not fall under the standard provisions of ***Regulation CC – Expedited Funds Availability Act***. As such, longer hold periods may apply. Funds deposited using Mobile Check Deposit will generally be made available within three to five business days from the day of deposit. You cannot otherwise load your Card Account by check or money order. Please see Mobile Terms and Conditions for complete details.
- (3) **ACH External Transfers.** A Cardholder can enroll in ACH External Transfers to transfer funds to or from a Cardholder owned account at an external financial institution. Please see the ACH Acknowledgement and Authorization for complete details.
- (4) **Savings Transfers.** A Cardholder can enroll in a Savings Account and transfer funds into the Card Account. Please see the Savings Account Customer Agreement for complete details.

Using Your Card for Purchases. You can use your Card to purchase goods and services everywhere Debit Mastercard is accepted, subject to the limitations in (see “*Limitations on Card Usage*” above). If you do not have enough funds available in your Card Account for the entire purchase, you can instruct the merchant to charge part of the purchase to your Card Account and pay the remaining amount with other funds. These are called split transactions and some merchants do not permit them. If a merchant attempts to process a transaction for more than the value available in your Card Account, or if the transaction will cause the purchase limit that has been established to be exceeded, then the transaction will be declined. Unusual or multiple purchases may prompt a merchant inquiry or card suspension to allow us to investigate such unusual activity.

If you use your Card Number or Account Number without presenting your Card (such as for mail order, telephone, or Internet purchases), the legal effect will be the same as if you used the Card itself. For mail order, telephone, Internet, or other card- not-present purchases, merchants may choose to route a transaction through as a PIN or signature purchase. In these circumstances, it is recommended that you ask the merchant whether your transaction will be routed as a PIN or signature transaction, to the extent that you may be assessed different fees for PIN and signature purchase transactions (see “*List of All Fees*”).

When you use your Card Account to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When the transaction is authorized, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your Card’s funds for the amount indicated by the merchant (which may be more than the final settled transaction amount). If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an “authorization” or “hold” on your available balance for up to thirty (30) days. Until the transaction finally settles, or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your Card Account for the correct amount of the final transaction and the hold on any excess amount will be released when the transaction finally settles.

Using Your Card to Get Cash. You may use your Card and PIN to obtain cash at ATMs displaying Mastercard, Maestro, STAR Network, or MoneyPass Network brand marks. Or at merchants that have agreed to provide cash back with a PIN purchase, subject to the limitations (see “*Limitations on Card Usage*” above). The minimum cash withdrawal at ATMs is \$20.00. Merchants, banks, and ATM operators may have additional limitations. You may be charged a fee by us for each cash withdrawal and balance inquiry made at an ATM in the amount disclosed (see “*List of All*”).

Fees"). In addition, when you use an ATM not owned by us, you may be charged a fee by the ATM operator, or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.)

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

Preauthorized Payments from Your Card. You may preauthorize a merchant to make recurring electronic funds transfers from your Card Account. If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before the payment is due when it will be deducted from your Card Account value and how much it will be. If you have told us in advance to make regular, recurring payments from your Card Account, you can stop any of these payments by calling us at (866) 266-1909, emailing us at customerservice@broodii.com, or writing to us at P.O. Box 2030 Rancho Cordova, California 95670 in time for us to receive your request at least three (3) business days or more before the payment is scheduled to be made. Fees may apply for a stop payment (see "List of All Fees") for more information. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Refunds for Purchases Made with the Card. Any refund for goods or services purchased with the Card Account will be made in the form of a credit to the Card. You are not entitled to receive a cash refund.

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

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

List of All Fees. We may charge you, and you agree to pay, the fees and charges set forth in (see "List of All Fees"). You may also login at www.broodii.com to view a complete list of fees. We generally deduct fees and charges from the Card Account at the time a fee or charge is incurred. The owners of ATMs or other networks may impose an additional charge to use their terminals. Such other fees and charges may be deducted from your Card Account. If you request a service that is not included (see "List of All Fees"), if there is a fee for such service it will be disclosed at that time, and you agree that any such fee may be deducted from your Card Account.

Receipts and Transaction History.

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

Card Account Balance and Transaction History. You can obtain information about the amount of money you have remaining in your Card Account by calling (866) 266-1909 or accessing your Card Account at www.broodii.com. You will not be assessed a fee to check your balance using our automated telephone system, although you may be assessed a fee if you wish to speak to a live agent (see "List of All Fees"). You may also obtain your balance information, along with a 12-month history of your Card Account transactions, at no charge by logging in to your Card Account at www.broodii.com. You also have the right to obtain at least 24 months of written history of your Card Account transactions by calling (866) 266-1909, or by writing us at BROODII, LLC, P.O. Box 2030 Rancho Cordova, California 95670. You may be charged a fee for this written history.

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

Change in Terms. Subject to the requirements and limitations of applicable law, we may at any time add to, delete, or change the terms of this Agreement without advance notice to you except as required by law. Advance notice may not be given if the change needs to be made immediately in order to maintain or restore the security of your Card or Card Account or any related payment system.

Cancellation and Suspension. We reserve the right to limit your use of the Card. We may refuse to issue a Card Account or may revoke or suspend your Card Account privileges with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, you may do so any time online at www.broodii.com or by calling (866) 266- 1909. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. The cancellation of Card Account privileges will not otherwise affect your rights and

obligations under this Agreement. Unless you have engaged in fraud or other illegal activities using your Card, if your Card Account privileges are cancelled or suspended, you may request the unused balance to be returned to you via a check to the mailing address on file. There may be a fee for this service (see “List of All Fees”) for information.

Card Expiration/Settlement. Subject to applicable law, you may use the Card only through its expiration date, which is stated on the front of the Card. If you attempt to use the Card or add funds to your Card Account after the expiration date, the transactions may not be processed. If there is a balance remaining in your Card Account upon expiration, a new Card may be issued to you. You must activate any newly issued Card in order to access the funds in your Card Account. If we do not choose to issue a new Card to you or if your Card Account is cancelled for any reason, we will attempt to refund to you the balance remaining in your Card Account less any amounts owed (e.g., fees and charges). A check made payable to you will be mailed to you at the last postal address reflected in our records.

Unclaimed Property. You acknowledge and agree that we may be required by applicable law to turn over to a state government authority any funds remaining on your Card Account after a period of inactivity or dormancy. Card funds in Card Accounts will be remitted to the custody of the applicable state agency in accordance with state law, and we will have no further liability to you for such funds unless otherwise required by law. If this occurs, actions may be taken to try to locate the Card Owner at the address shown in our records, so you are encouraged to keep us informed if you change your address. You may notify us of a change of address by logging in to your Card Account at www.broodii.com or by calling (866) 266-1909.

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

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

Information Security: Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic, and procedural security measures that comply with federal regulations to safeguard Cardholder information. Please see The Bank’s Privacy Policy for further details.

Website Availability. Although considerable effort is expended to make the website and other means of communications and access available around the clock, there is no warranty that these forms of access will be available and error free at all times. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts. We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third-party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

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

How to Notify us of Lost or Stolen Card, PIN or Unauthorized Transfers. If you believe your Card or any other Access Information has been lost or stolen, call (866) 266-1909 or write BROODII, LLC, at P.O. Box 2030 Rancho Cordova, California 95670. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Card or Access Information without your permission.

Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Card or Access Information has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission. Telephoning us at (866) 266-1909 is the best way to minimize your possible losses. You could lose all the money in your Card Account. You agree that any unauthorized use does not include use by a person to whom you have

given authority to use or access your Card Account or Access Information and that you will be liable for all such uses and funds transfers by such person(s).

If you tell us within two (2) business days after you learn of the loss or theft of your Card or Access Information you can lose no more than \$50 if someone used your Card or Access Information without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or Access Information and we can prove it could have stopped someone from using your Card or Access Information without your permission if you had told us within this time frame, you could lose as much as \$500 if someone used your Card or Access Information without your permission.

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

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

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

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

Information about Your Right to Dispute Errors. If case of errors or questions about your Card Account, please contact us at (866) 266-1909 as soon as possible or write BROODII, LLC, at P.O. Box 2030 Rancho Cordova, California 95670. We must allow you to report an error until 120 days after the transfer allegedly in error was credited or debited to your Card Account. You may request a written history of your transactions at any time by contacting us at the telephone number or address above. You will need to tell us: (1) your name; (2) your Card Number, (3) why you believe there is an error, (4) the dollar amount involved, and (5) approximately when the error took place. If you tell us orally, we may require that you send your complaint or question in writing or that you complete a Transaction Dispute form which will be made available to you within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Card Account within ten (10) business days for the amount you think is in error, so that you will have the money during the time it takes us to complete the investigation. If you are asked to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Card Account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to provisionally credit your Card Account for the amount you think is in error. We will tell you about the results within three (3) business days after completing the investigation. If it is decided that there was no error, we will send you a written explanation. You may ask for copies of the documents that were used in the investigation. If you need more information about the error-resolution procedures, call us at the telephone number shown above.

Questions. BROODII, LLC, the Servicer, as the third party that administers the Card program, is responsible for customer service and for resolving any errors in transactions made with your Card. If you have questions regarding your Card, you may call BROODII, LLC at (866) 266-1909, write BROODII, LLC, at P.O. Box 2030 Rancho Cordova, California 95670 or visit www.broodii.com.

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

- (1) contact you by mail, telephone, email, fax, recorded message, text message or personal visit.
- (2) contact you by using an automated dialing or similar device ("Autodialer").

- (3) contact you at your home and at your place of employment.
- (4) contact you on your mobile telephone.
- (5) contact you at any time, including weekends and holidays.
- (6) contact with any frequency.
- (7) contact either you or your Administrator, at our option, about any matter.
- (8) leave prerecorded and other messages on your answering machine/service and with others; and
- (9) 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 obtained 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 provide your mobile telephone number, you hereby expressly agree that we, or any third party acting on our behalf, may contact you at this number, including through the use of an Auto dialer or prerecorded message. You may request this number not be used by calling BROODII, LLC, at (866) 266-1909, writing BROODII, LLC, at P.O. Box 2030 Rancho Cordova, California 95670 or visiting www.broodii.com.

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

If you ask us to discuss your Card Account with someone else, you may be asked to provide documents authorizing the communications.

Change of Address. If any of your contact information changes (e.g. physical address, mailing address, e-mail address, phone number or your name), you must notify us immediately. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. Failure to promptly notify us of changes in your contact information may result in information regarding the Card or Card Account being mailed to the wrong person or your transactions being declined. Any notice given by us shall be deemed given to you if mailed to you at the last U.S. mail address for the Card Account furnished by you. You agree that we may accept changes of address from the U.S. Postal Service. You also agree that if you attempt to change your address to a non-U.S. address, your Card Account may be cancelled, and funds returned to you in accordance with this Agreement.

Governing Law, Court Proceedings, Damages, Arbitration. Except as set forth in the Arbitration Agreement and Waiver of Jury Trial below, (1) this Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Minnesota; (ii) any action or proceeding with respect to this Agreement or any services hereunder shall be brought only before a federal or state court in the State of Minnesota; and (iii) you agree to pay upon demand all of our costs and expenses incurred in connection with the enforcement of this Agreement. If we are served garnishments, summonses, subpoenas, orders, or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction.

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

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

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

For purposes of this arbitration agreement, the terms "you" and "your" include any Authorized User, co-signer, co-obligor, or guarantor and also your heirs, guardian, personal representative, or trustee in bankruptcy. The terms "we," "our," and "us" mean either the Bank and include employees, officers, directors, members, managers, attorneys, affiliated companies, predecessors, and assigns the Bank as well as the marketing, servicing, and collection representatives and agents of either or both. The term "Servicer" means Debit Card Network, LLC, a third-party that markets and services the Card and Card Account, including its officers, directors, employees, agents, affiliates, contractors, and subcontractors.

How Arbitration Works. If a Dispute arises, the party asserting the claim or demand must initiate arbitration, you and 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, 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
120 Broadway, 21st Floor
New York, NY 10271
Website: www.adr.org
Telephone (800) 778-7879

JAMS, The Resolution Experts
1881 Von Karman Ave., Suite 350
Irvine, CA 92612
Website: 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 the parties 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 the parties. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a court of competent jurisdiction and not by the AAA, JAMS, or an arbitrator. If such court refuses to enforce the waiver of class-wide arbitration, the Dispute will proceed in court and be decided by a judge, sitting without a jury, according to applicable court rules and procedures, and not as a class action lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party.

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

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

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

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

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

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

FACTS**WHAT DOES SUNRISE BANKS, N.A. DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial Companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how collect, share and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information that we collect and share depend on the product or service you have with us. This can include:

- Social Security Number and Date of Birth
- Address of Residence and Government Issued Identification
- Transaction History

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All Financial Companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons Financial Companies can share their customers' personal information; the reasons Sunrise Banks, N.A. chooses to share; and whether you can limit the sharing.

Reasons we can share your personal information	Does Sunrise Banks, N.A. Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transaction, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes – to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences.	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness.	No	We don't share
For our affiliates to market to you.	No	We don't share
For non-affiliates to market to you.	No	We don't share

Questions?

Call 800-299-7646

Who we are

Who is providing this notice?

Sunrise Banks, N.A.

What we do

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

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

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

We collect personal information, for example, when you

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

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

Why can't I limit all sharing?

Federal law gives you the right to limit only:

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

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

Definitions

Affiliates

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

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

Non affiliates

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

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

Joint Marketing

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

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