

**Prepaid Card Agreement**

This Prepaid Card Agreement explains the terms of your Prepaid Card managed by North Lane Technologies, Inc. Please keep it for your records.

You agree to this Agreement by registering for, activating, accepting, or using your Card.

Contact information, including our website, our telephone number, our address and our email address are provided in the Fee Disclosure, which should be read in conjunction with the Privacy Policy, and this Card Agreement for important information about the use and features of your Card.

Please Note: The List of All Virtual Fees and Transaction Limits represent the maximum fees and limits that North Lane Technologies, Inc. offers. The fees and limitations for your program may be equal or lower than these amounts. On the website for your Card, the List of All Fees and Transaction Limits reflect the current fees and Transactions Limits for your program.

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. THIS PROVISION MAY SUBSTANTIALLY LIMIT YOUR RIGHTS IN THE EVENT OF A DISPUTE. SEE BELOW UNDER "ARBITRATION" FOR DETAILS.**

<b>Definitions</b>	
ACH:	The Automated Clearing House system
Agreement:	This Prepaid Card Agreement, together with the Fee Disclosures and Privacy Policy
ATM:	An Automated Teller Machine
Business days:	For purposes of this Agreement, our business days are Monday through Friday, excluding national holidays - Saturday, Sunday, and federal holidays are not considered business days, even if we are open.
Card:	The Prepaid Virtual Card provided to you containing the Card Number, Expiration Date, and Card Verification Value Number (CVV). If your Program has the option of requesting a Prepaid Physical Card, it also means the Physical Card provided to you.
Card Carrier:	If your Program has the option of requesting a Physical Card, The document provided with your Physical card, that the Physical Card is affixed to.
Direct Deposit Transaction:	A deposit of funds paid by the Sponsor to your Card. Only Direct Deposits initiated by the Sponsor are permitted to your Card.
Fee Disclosures:	The Fee Disclosures refer to the "List of All Virtual Card Fees". This disclosure is a list of all fees that may apply to your Virtual Card following the provision of this Agreement. Fee Disclosure also refers to the "List of All Fees" on the Website. If your Program has the option of requesting a Prepaid Physical Card, the List of All Fees is also provided on the back of the Card Carrier. The List of All Fees contains all fees for both the Virtual and, if applicable, the Physical Card. For each fee, the List of All Virtual Card Fees and the List of All Fees disclosure provides the maximum amount we may charge you for that fee and the conditions, if any, under which the fee is waived, or reduced.
Load:	Any time that funds are credited to your Card
Network:	The Network Association (Mastercard or Visa), whichever appears on your Card
Sponsor:	The organization that requested we issue your Card, and that may Load the Card for your use

Transaction:	Any time you use your Card to access the money on it
We, Us, and Our:	Sunrise Banks N.A., of Saint Paul, Minnesota, the issuer of the Card, our successors, affiliates or assignees
You, Your and Yours:	the person who is issued, or accepts, activates, or registers a Card and any Authorized User of the Card
<p><b>Using Your Card</b>  Your Virtual Card is a Network-branded Prepaid Card that lets you purchase goods and services from merchants that accept Virtual debit cards in the Network, like online merchants. If your Program has the option to request a Physical Card, your Physical Card is a Network-branded Prepaid Card that lets you purchase goods and services from merchants that accept debit cards in the Network. You can also use your Physical Card for additional Transactions permitted in the List of All Fees. Your Card is not a credit card, and may not provide the same rights to you as those available in credit card transactions. It can be used only for the amounts not exceeding the amount of the Load(s).</p>	
<b>How You Can Use Your Card – Limits</b>	You can use your Card to complete Transactions at merchants that accept Network-branded debit cards (including internet, mail and phone order purchases). Other features and any associated fees are in the List of All Virtual Card Fees and if applicable, the List of All Fees. The Transaction Limits are listed on the website following the List of All Fees.
<b>Use of the Card by Others</b>	If you provide your Card to another person, you are responsible for that person’s use of your Card even if that person uses the Card for Transactions that you did not intend. In order to terminate the other person’s authority to use the Card, you must either get the Card back or call us to deactivate the Card.
<b>Authorization Holds</b>	When you use your Card to pay for goods or services, certain merchants (such as restaurants and hotels) may ask us to authorize the Transaction in advance and may estimate its final value up to twenty (20%) more to cover any tip or gratuity that you may add to the purchase. If this occurs and your total bill, after adding in the additional 20% (or more), exceeds the amount available on the Card, your Transactions may be declined. Accordingly, you should ensure that the Card has an available balance that is 20% (or more) greater than your total bill prior to using the Card for these types of purchases. 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. 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 for the correct amount of the final Transaction, however, and will release the hold on any excess amount when the Transaction finally settles.
<b>Receipts and Other Card Information</b>	You can get a receipt at the time you make any Transaction using your Card at a merchant. A receipt may not be provided for certain small-ticket Transactions. You may obtain information about the amount of money you have remaining on your Card by calling us. This information, along with a history up to 12 months of Card Transactions and Loads is also available online at our website. You also have the right to obtain a written history up to 24 months of Card Transactions and Loads preceding your request by calling us or writing to us. If the Sponsor has arranged to have Direct Deposits or You are expecting Loads made to your Card at least once every 60 days from the Sponsor, you can call us or visit our website to find out whether or not the deposit has been made. Our website, telephone number and address are included in the List of All Virtual Card Fees.
<b>Fees</b>	You agree to pay all fees set forth in the List of All Virtual Card Fees and the List of All Fees. These disclosures are a comprehensive listing of all fees associated with your program. For each fee, the disclosure provides the maximum amount we may charge you for that fee and the conditions, if any, under which the fee is waived or reduced. We can collect all fees by deducting them from the money on your Card and from any Loads. We can change the fees, as described below under “Changes to this Agreement.”
<b>Transactions Made in Foreign Currencies</b>	Transactions made in currencies other than U.S. dollars will be converted to U.S. dollars under the rules of the Network at the time of the Transaction. Currently those rules provide that the conversion rate may

	<p>be either a wholesale market rate or government-mandated rate in effect the day the Network processes the Transaction. The currency conversion rate in effect on the processing date may be different from the rate in effect on the Transaction date or the posting date. We will also add a Foreign Currency Conversion Fee on all Transactions made in currencies other than U.S. dollars. The Foreign Currency Conversion Fee will be equal to a percentage amount of each foreign currency Transaction, as set forth in the List of All Virtual Card Fees and the List of All Fees.</p>
<b>No Interest Paid</b>	<p>We do not pay any interest on the money Loaded on your Card (the interest rate and the Annual Percentage Yield are 0%).</p>
<b>Recurring Payments</b>	<p>Because your Card can be used only for the amount that is Loaded to it, we recommend that you do not use your Card for recurring payments. If you do, please be sure that you have sufficient money on your Card for each payment. Otherwise, your payments may be rejected and returned for insufficient funds, and your Card may be terminated or suspended.</p>
<b>If a Transaction Exceeds the Amount of Money on Your Card</b>	<p>You should expect that any Transaction that exceeds the amount of money on your Card should be declined. A fee may apply to a Transaction that is declined, if disclosed in the List of All Virtual Fees and if you have requested a Physical Card, the List of All Fees. If a merchant completes a Transaction that results in a negative balance on your Card, you agree to immediately pay us the amount of the negative balance. If you do not make the required payment, we have the right to initiate collection proceedings against you, report your failure to consumer reporting agencies and take other remedies. See Termination and Other Remedies.</p>
<b>Expiration Date</b>	<p>Subject to applicable law, you may use the Card only through its expiration date. If you attempt to use the Card or add funds to your Card after the expiration date, the transactions may not be processed.</p> <p>EXPIRATION DATE: CARD AND FUNDS: The Card has a "VALID THRU" expiration date. Once this expiration date has passed, the Card will be voided and will not be replaced except in our sole discretion. All funds on the Card expire on the expiration date. If you do not spend all the funds on the Card prior to this expiration date, the remaining funds will not be available to you. You have no right to the funds except to use them for authorized transactions prior to the expiration date of the Card.</p>

<b>Other Obligations and Restrictions On You</b>	
<p>You agree to each of the following obligations and restrictions when you use your Card.</p>	
<b>Required Information</b>	<p>You must provide your full legal name, residential or business street address (not a P.O. Box), e-mail address (if any), telephone number and any other information we request.</p> <p>Important information about procedures for obtaining a new Card: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.</p> <p>What this means for you: When you request or register for a Card, we may ask for your full legal name, residential or business street address (not a P.O. Box), 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.</p>
<b>Your Disputes with Merchants</b>	<p>We do not guarantee, and we are not responsible for, the delivery, quality, safety, legality or any other aspect of goods and services you purchase using your Card. You agree to resolve any disputes with a merchant who honored your Card directly, and not to involve us in that dispute.</p>
<b>Your Relationship With the Sponsor</b>	<p>The terms of any payments from the Sponsor to you, including whether the money belongs to you and the correct amount, are matters between you and the Sponsor. We are not responsible for resolving any disputes between you and the Sponsor.</p>

<p><b>Your Liability for Unauthorized Use of Your Card</b></p> <p><i>Unauthorized Purchases</i></p>	<p>Contact our Customer Service Department by calling or writing, or at our website, as soon as you can, if you think an error has occurred on your Card. Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning us at 1-800-439-9568 is the best way of keeping your possible losses down. If you tell us orally, we may require that you send us your complaint or question in writing. You could lose all the money on your Card. You agree that any unauthorized use does not include use by a person to whom you have given authority to use your Card or Access Information and that you will be liable for all such uses and funds transfers by such person(s)</p> <p>You agree to safeguard your Card against loss, theft and unauthorized use by taking all reasonable precautions. If your Card has been lost or stolen or believe that someone has made an unauthorized transaction with your Card (or may attempt to use your Card without permission) or you believe an error has occurred with your Card, you agree to notify us IMMEDIATELY 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 full name, Card number and other identifying details, a description of why you believe there is an error or transaction that you are unsure about (if applicable), and the dollar amount involved. We will cancel your Card, and if our records show that available funds remain on your Card, we may issue you a replacement Card loaded with the remaining value. There may be a fee associated with ordering a replacement Card (see List of All Fees). We reserve the right to decline to issue you a replacement 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.</p> <p><i>If your Card has a Mastercard logo:</i> If your Card is used to make purchases at merchants without your authorization, you will not be liable for this unauthorized usage under certain circumstances. You will not be liable if all of the following are true: (1) the purchase was completed without your PIN, (2) the purchase was processed through the Mastercard network, (3) you exercised reasonable care in safeguarding your Card from risk of loss or theft, (4) you have not reported 2 or more incidents of unauthorized use within the preceding 12 months, (5) your Card is in good standing, (6) your identity was registered with us prior to the unauthorized purchase, and (7) the purchase was made for personal, family or household purposes.</p> <p><i>If your Card has a Visa logo:</i> If your Card is used to make purchases at merchants without your authorization, you will not be liable for this unauthorized usage under certain circumstances. You will not be liable if all of the following are true: (1) the purchase was completed without your PIN, (2) the purchase was processed through the Visa network, (3) you were not grossly negligent or fraudulent in the handling of the Card, and (4) the purchase was made for personal, family or household purposes.</p>
<p><b><i>If You Believe Your Card or PIN Has Been Lost or Stolen, or That Someone May Use Your Card Number or PIN Without Your Permission—</i></b> Call us, contact us at our website, or write to us as soon as you can. Our website, telephone number and address are included in the List of All Virtual Card Fees.</p>	
<p><b>Direct Deposits</b></p>	<p>Direct Deposit means a deposit of money paid by the Sponsor to your Card. You may not authorize any external Direct Deposits to your Card. Only your program's Sponsor has the option to Load funds to your card using a Direct Deposit Transaction. Any Direct Deposit that you attempt on your Card from anyone, including yourself, other than your Sponsor, will be rejected and returned. Those funds will not be added to your Card balance. Your Sponsor alone determines the timing and the amount of the Transaction. Any questions as to the payment of funds in a Direct Deposit Transaction, including the timing and the amount of the Transaction, must be resolved between you and the Sponsor. If you receive funds on your Card through a Direct Deposit Transaction, our policy is to make funds transferred to your Card available to you on the date we receive the transfer, at the time we receive the transfer, regardless of whether that day is a business day. Once the funds are available, you can use them for all Transactions permitted in this Agreement.</p>
<p><b>Legal Requirements</b></p>	<p>You agree that you will: (i) not use the Card at gambling websites or for any illegal transactions; (ii) promptly notify us of any loss or theft of the Card or unauthorized transactions; (iii) not use the Card for business purposes; and (iv) use the Card only as permitted by us. The Card may not be accepted by certain merchants whose goods or services are not legal for minors.</p>

**Our Rights and Obligations**

This section of the Agreements explains some of our rights and obligations.

<b>Our Liability for Failure to Complete a Transaction</b>	<p>If we do not complete a Transaction or Load on your Card on time or in the correct amount, according to this Agreement with you, we will be liable for your losses or damages, to the extent required by law. There are some circumstances where we will not be liable. We will not be liable, for instance:</p> <ul style="list-style-type: none"><li>• 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).</li><li>• If a computer system or POS terminal is not working properly and you knew of the problem when you started the Transaction or Load.</li><li>• If a merchant refuses to honor your Card.</li><li>• If circumstances beyond our control (such as an Act of God, fire or other catastrophe, or an electrical or computer failure) prevent the Transaction or Load, despite reasonable precautions that we have taken.</li><li>• If any failure or malfunction is attributable to your equipment, to merchant, or to any service or payment system.</li><li>• If you attempt to use a Card that has not been properly activated.</li><li>• If an employee of a load network did not properly transmit information to us.</li><li>• If your Card or Access Information has been reported as lost or stolen, if your Card has been suspended by us, or we have reason to believe that the Transaction or Load requested is unauthorized, suspicious or fraudulent.</li><li>• If you attempt to complete a Transaction that is not allowed for your Card.</li><li>• If you attempt to complete a Transaction contrary to the terms and conditions in this Agreement.</li></ul> <p>There may be other reasons stated in this Agreement.</p>
<b>Suspicious, Fraudulent or Unlawful Conduct</b>	<p>We may report suspicious, fraudulent, or unlawful conduct to law enforcement authority. We may withhold any amount we reasonably believe that you owe as a result of any wrongful conduct in connection with your Card or your use of our website.</p>
<b>Privacy</b>	<p>We may disclose information to third parties about your Card or the Transactions or Loads you make:</p> <ul style="list-style-type: none"><li>• Where it is necessary for completing Transactions or Loads.</li><li>• In order to verify the existence and condition of your Card for a third party, such as a consumer reporting agency or merchant.</li><li>• In order to comply with government agency or court orders.</li><li>• If you give us your written permission.</li><li>• As described in our Privacy Policy.</li></ul> <p>A copy of our Privacy Policy follows the provision of this Agreement. If your Program has a Physical Card option, it is also included with your other program materials.</p>
<b>Limitation of Our Liability</b>	<p>We, our affiliates and the parties with which we contract to offer the Card are not responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to your Card, your use (or misuse) of the Card, our website, or any products or services purchased using your Card. However, this limitation does not apply to our liability as described in the section titled "Our Liability for Failure to Complete a Transaction," or as limited by applicable law.</p>
<b>No Warranty of Availability or Uninterrupted Use.</b>	<p>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</p>

	failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.
<b>Disclaimer of Warranties</b>	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
<b>Changes to This Agreement</b>	We may add to, delete, or change any of the terms of this Agreement, including the Disclosures, at any time. This means that we may add or increase fees at any time. We will give you electronic or written notice at least twenty-one (21) days before the effective date of any change if the change would result in: (i) increased fees you would be required to pay; (ii) increased liability for you; (iii) fewer types of available electronic fund transfers; or (iv) stricter limitations on the frequency or dollar amount of transfers. Advance notice may not be given, however, if we need to make the change immediately in order to maintain or restore the security of your Card or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card or any related payment system, we will provide notice to you within thirty (30) days after making the change. This is the only manner in which changes may be made.
<b>Changes to Transaction Limits</b>	We reserve the right to modify the Transaction Limits from time to time. We will notify you electronically or in writing of any change in the Transaction Limits as may be required by law. For security purposes, we may impose additional Transaction Limits on your Card and you will be advised of such limitations to the extent required by applicable law. Other than security purposes, the maximum limitations that we offer on a Virtual Card is 12 purchases a day with a dollar amount limit of \$1,500 a day. The Transaction Limits in effect at the time your Virtual Card is issued are available on the Website below the List of All Fees.
<b>Termination and Other Remedies</b>	<p>We, in our sole discretion, may terminate this Agreement, your Card, access to your Card, or your access to our website, at any time and for any reason. We will provide you any notice required by law. We may set off the amount of any outstanding fees or payments due to us, and any negative balance created by a Transaction that exceeds the amount of money on your Card, including from Loads that are subsequently added to your Card.</p> <p>Without limiting other remedies, we may update inaccurate or incorrect information you provide to us, contact you by means other than electronically, place a hold on money on your Card, limit funding sources and payments, limit access to your Card and any or all of the Card's functions, limit Transactions or fail to process Transactions, indefinitely suspend your Card and refuse to provide our services to you if: (a) you breach this Agreement; (b) we are unable to verify or authenticate any information you provide to us; (c) we believe that your activities pose a significant credit, fraud or money laundering risk; or (d) we believe that your actions may cause financial loss or legal liability for you, us or others. The rights described in this section are in addition to and apart from any other rights.</p>
<b>Resolving Dissatisfaction</b>	We aim to provide you with a positive cardholder experience and endeavor to resolve any cardholder issues in a thorough and satisfactory manner. If you have any dissatisfaction or complaint with any aspect of our services to you please contact our Customer Service Department by calling or writing, or at our website. Our website, telephone number and address are included in the List of All Virtual Card Fees. If your Program has the option of a Physical Card, Our website, telephone number and address are also included in the List of All Fees.

**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 CLAIMANT'S 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 is Arbitration?*

"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 does Arbitration work?*

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

	<p>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.</p> <p>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.</p>
<i>What does Arbitration cost?</i>	<p>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.</p>
<i>Where will Arbitration take place?</i>	<p>Unless you and we agree to a different location, the arbitration will be conducted in the county where you reside.</p>
<i>Waiver of Rights</i>	<p>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.</p>
<i>Applicable Law and Review of Arbitrator's Award</i>	<p>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.</p>
<i>Survival</i>	<p>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.</p>
<i>Right to Opt-Out</i>	<p>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.</p>

	<p>Sunrise Banks, N.A.</p> <p>200 University Avenue West Suite 200</p> <p>Saint Paul, MN 55103</p>
<p><b>MISCELLANEOUS PROVISIONS</b></p> <p>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.</p>	
<p>Electronic Alerts</p>	<p>You can elect to receive electronic Card alerts via email or text messaging, if offered by us. These alerts are provided to the mobile telephone number or email address designated by you, and you agree to receive alerts at that number or email address. The alerts that you elect to receive are for convenience purposes only. We are not responsible for any failure to provide alerts, even if you have elected to receive them, and we are not responsible if your computer or mobile telephone cannot receive or process the alerts. Alerts do not amend, supplement, change, or replace any other notice or information that you may receive in connection with your card including (but not limited to) any information provided to you on your Card history or this Agreement. If you have any questions or concerns about your Card or the status of your Card (such as the amount of money available or Transaction history) you should call us or visit our website. Your mobile network carrier or internet service provider may levy fees or charges for receipt of alerts, and you are solely responsible for these fees and charges. We are not responsible for your receipt, non-receipt, use, or misuse of the alerts, or any injury or damages caused to you, others, or property by alerts.</p>
<p>Entire Agreement</p>	<p>This Agreement, including the Privacy Policy, Disclosures, constitutes the entire agreement between you and us with respect to your Card and our relationship regarding your Card, and supersedes all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with these subjects.</p>
<p>Governing Law</p>	<p>Except as otherwise provided in the Arbitration section of this Agreement, this Agreement and your Card are governed by federal law and, to the extent that state law applies, the laws of Minnesota without regard to conflict of laws principles.</p>
<p>Severability</p>	<p>Except as otherwise provided in the Arbitration section of this Agreement, if any provision of this Agreement is deemed unlawful, void, or unenforceable, then that provision shall be deemed severable from and shall not affect the validity and enforceability of any remaining provisions.</p>
<p>No Waiver</p>	<p>No failure by us to enforce the strict performance of any provision of this Agreement will constitute a waiver by us of any right to subsequently enforce that provision or any other provision of this Agreement.</p>
<p>Assignment</p>	<p>You may not assign your rights or obligations under this Agreement. We may assign our rights or obligations, in whole or in part, at any time and without 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.</p>