

CARDHOLDER AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY

IMPORTANT – BE SURE TO PROVIDE THE GIFT CARD RECIPIENT THIS CARDHOLDER AGREEMENT.

Terms and Conditions/Definitions for the Gift2Go Visa® Gift Card

This document constitutes the agreement (“Agreement”) between you and Sunrise Banks, N.A., outlining the terms and conditions under which the Gift2Go Visa Gift Card has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card” means the Gift2Go Visa Gift Card issued to you by Sunrise Banks, N.A. and distributed and serviced by IDT Payment Services, Inc. in all jurisdictions except New York where it is distributed by IDT Payment Services of New York LLC, both pursuant to an agreement with Sunrise Banks, N.A. “Issuer” means Sunrise Banks, N.A. or its depository institution affiliate. The Issuer is an FDIC insured member institution. “Card Account” means the records we maintain to account for the value of claims associated with the Gift2Go Visa Gift Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “Program Manager” means IDT Payment Services, Inc. in all jurisdictions where the Card is purchased except New York where it means IDT Payment Services of New York LLC. “We,” “us,” and “our” mean the Issuer, and its successors, affiliates or assignees. You acknowledge and agree that the value available on the Card is limited to the funds that you have loaded onto the Card or have been loaded onto the Card on your behalf. The Gift2Go Visa Gift Card is a prepaid Card. The funds on your Card are pooled with funds of other Cardholders and held by the Issuer in an account for your benefit, with the balance of such funds to be reduced through your use of such funds in accordance with the terms of this Agreement. The Gift2Go Visa Gift Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds on the Card. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement. Our business days are Monday through Friday, excluding federal holidays, even if we are open.

Write down the Card number you received and the customer service phone number provided in this Agreement on a separate piece of paper. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

Authorized Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Gift2Go Visa Gift Card. If you permit another person to have access to your Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

Secondary Cardholder

You may not request an additional number associated with this Card for another person.

Activate Your Card

When you receive your Card you will need to call 1-800-995-3065 to activate your Card. Once your Card is successfully activated, it can be used. If you experience difficulty, please call us at 1-800-995-3065.

Personal Identification Number

You received your Personal Identification Number (“PIN”) when you activated your Card. Call the customer service number at 1-800-995-3065 to change your PIN.

Cash Access

You may not use your Card to obtain cash from an Automated Teller Machine (“ATM”), Point-of-Sale (“POS”) device, or by any other means. You may not use your Card at an ATM.

Loading Your Card

Additional funds may not be added to your Card. You may obtain the value of your Card, by calling 1-800-995-3065 or visiting www.gift2go.net.

Using Your Card/Features

The maximum amount that can be spent from your Card per day is the balance of the Gift2Go Visa Gift Card. The maximum value of your Gift2Go Visa Gift Card is restricted to \$750.00 if web-ordered or \$500.00 if retail-purchased. You may use your Card to purchase or lease goods or services in the U.S. and District of Columbia online, by mail or telephone wherever Visa® debit Cards or NYCE® cards are accepted as long as you do not exceed the value available on your Card. The Gift2Go Visa Gift Card may not be used outside of the U.S. and District of Columbia including online and

mail or telephone orders if the merchant is outside of the U.S. and District of Columbia. Some merchants do not allow split transactions where you would use the Card as partial payment for goods and services and remit the remainder of the balance with another form of payment. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in the Card to the Gift2Go Visa Gift Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction your transaction is likely to be declined.

For security reasons, we may limit the amount or number of transactions you can make with your Gift2Go Visa Gift Card. Your Card cannot be redeemed for cash. You may not use your Gift2Go Visa Gift Card for online gambling or any illegal transaction.

Each time you use your Gift2Go Visa Gift Card, you authorize us to reduce the value available in your Card by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself.

Merchant Authorization Holds. When you use your Gift2Go Visa Gift 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 you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$75.00 or more. If the transaction is not approved, you will need to go inside to pay the cashier prior to pumping. 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 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 Gift2Go Visa Gift Card for the correct amount of the final transaction, however, and will release the hold on any excess amount when the transaction finally settles. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to thirty (30) days.

Registering Your Gift2Go Visa Gift Card

It is recommended that you register your Gift2Go Visa Gift Card at www.Gift2Go.net. Registering your card will allow online merchants to verify the billing address of the Card making the purchase. Should your Card be lost or stolen, it will assist in identifying your Card and assist in disputing any unauthorized transactions, if any have occurred.

Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Gift2Go Visa Gift Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must handle it directly with the merchant.

Fee Schedule

All fee amounts will be withdrawn from your Card and will be assessed as long as there is a remaining balance on your Card, except where prohibited by law. Anytime your remaining Card balance is less than the fee amount being assessed, the balance of your Card will be applied to the fee amount.

Monthly Maintenance Fee	\$2.50 per month after 12 months of Cardholder inactivity. This fee will not be charged if you use your Card to make a purchase or if the balance on the Card is zero. A purchase transaction with the Card will stop the maintenance fee from recurring for an additional 12 months.
Card Replacement/Lost Stolen Fee	\$5.00 (per Card) will be deducted from your Card balance if you request a replacement Gift2Go Visa Gift Card prior to the expiration date.
Paper Statement Fee	\$5.00 (per monthly statement requested)

This fee schedule is effective as of May 2014 and is subject to change upon notice in accordance with applicable law.

Lost or Stolen Card

If you need to replace your Card for any reason, please contact us at 1-800-995-3065 to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, and other relevant information.

Good Thru Date

Your Card is good through the date on the front of the card. The funds on your Card do not expire. You will not be able to use your Card after the expiration date; however, you may request a replacement Card after the "good thru date". There is no fee for the replacement of an expired Card. Any remaining balance will be handled in accordance with applicable law.

Transactions Made In Foreign Currencies

You may not make transactions in foreign currencies. Your Card may only be used within the fifty (50) U.S. states and the District of Columbia.

Receipts

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

Card Account Balance/Periodic Statements

You are responsible for keeping track of your Gift2Go Visa Gift Card available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may access your available balance by calling 1-800-995-3065. This information, along with a ninety (90) day history of Card transactions, is also available online at www.gift2go.net. You also have the right to obtain a ninety (90) day written history of Card transactions by calling 1-800-995-3065 or by writing to Customer Service, IDT Payment Services Inc. , 520 Broad Street, Newark NJ 07102 if the card was purchased in any state except New York. If the card was purchased in New York, call 1-800-995-3065 or write to Customer Service, IDT Payment Services of New York LLC, 520 Broad Street, Newark, NJ 07102.

Confidentiality

We may disclose information to third parties about your Gift2Go Visa Gift Card or the transactions you make:

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

Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your Gift2Go Visa Gift Card on time or in the correct amount according to our Agreement with you, we will 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, you do not have enough funds available in your Gift2Go Visa Gift Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (4) If access to your Gift2Go Visa Gift Card has been blocked after you reported your Gift2Go Visa Gift Card lost or stolen;
- (5) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (8) Any other exception stated in our Agreement with you.

Your Liability for Unauthorized Transfers

Contact us at once if you believe your Gift2Go Visa Gift Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Gift2Go Visa Gift Card number has been lost or stolen, or that someone has transferred or may transfer money from your Gift2Go Visa Gift Card without your permission, call us at 1-800-995-3065. Under Visa U.S.A. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Gift2Go Visa Gift Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Gift2Go Visa Gift Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled "Information About Your Right to Dispute Errors". If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time.. If your Gift2Go Visa Gift Card has been lost or stolen, we will close your Gift2Go Visa Gift Card to keep losses down.

We reserve the right to require a written statement from you and to conduct an investigation into the validity of any request. You agree to cooperate with any investigation we may make.

Additional Limits on Liability Under Card Network Rules.

Under Visa operating rules, unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transaction using your lost or stolen card. You must notify us within 2 business days of the transaction at issue in order to take advantage of any such limited liability provisions.

Other Terms

Your Gift2Go Visa Gift Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Gift2Go Visa Gift Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Minnesota except to the extent governed by federal law.

Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Gift2Go Visa Gift Card or this Agreement at any time for any reason (for example, if we suspect fraud or unauthorized activity), subject to applicable law. You may cancel this Agreement by contacting us in writing. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

We reserve the right, in our sole discretion, to limit your use of the Card. We may suspend or terminate Gift2Go Visa Gift Card privileges with or without cause or notice, other than as required by applicable law.

Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, call 1-800-995-3065 or write to Customer Service, IDT Financial Payment Services of New York LLC, 520 Broad Street, Newark, NJ 07102 if the card was purchased in New York or if purchased elsewhere write to Customer Service, Customer Service IDT Payment Services, Inc. 520 Broad Street, Newark, NJ 07102, if you think your transaction history or receipt is wrong or if you need more information about a transaction listed on the transaction history or receipt. You must contact us no later than sixty (60) days after we have posted on the Gift2Go Visa Card website (www.gift2go.net) the transaction on which the problem or error occurred.

1. Provide your name and Gift2Go Visa Gift Card number (if any).
2. Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information.
3. Provide the dollar amount of the suspected error.

If you provide this information orally, we may require that you send your complaint or question in writing within sixty (60) calendar days.

Once your written dispute has been received, we will determine whether an error occurred within sixty (60) calendar days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will notify you verbally or in writing. If we ask you to put your complaint or question in writing and you do not provide it within sixty (60) calendar days of the date of the transaction in error, we may not credit your Card.

For errors involving new Cards, we may take up to ninety (90) days to investigate your complaint or question. You agree to cooperate with any investigation we may make. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section.

English Language Controls

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

Customer Service

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

If the Card was purchased other than in New York
IDT Payment Services of New York LLC
520 Broad Street

If the card was purchased in New York
IDT Payment Services, Inc..
520 Broad Street

Newark, NJ 07102
1-800-995-3065

Newark, NJ 07102
1-800-995-3065

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

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

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

What Arbitration Is. "Arbitration" is a means of having an independent third party resolve a Dispute. A "Dispute" is any claim 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 Gift2Go Visa Gift 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
Telephone (800) 778-7879

JAMS, The Resolution Experts
1920 Main Street, Suite 300
Irvine, CA 92614
Web site: 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
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. 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 Virtual 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.

| This Cardholder Agreement is effective 05/2016.

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