

VANILLA® GIFT CARD/VIRTUAL ACCOUNT CARDHOLDER AND VIRTUAL ACCOUNTHOLDER AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (see “ARBITRATION” SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

**IMPORTANT – GIVE THIS AGREEMENT TO THE GIFT CARD OR VIRTUAL ACCOUNT RECIPIENT
TREAT CARD LIKE CASH. NEVER PROVIDE CARD/VIRTUAL ACCOUNT OR CARD/ACCOUNT INFORMATION TO SOMEONE YOU DON'T KNOW – YOU MAY LOSE YOUR MONEY WITH NO RECOURSE.**

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which a Vanilla Visa® or Vanilla Mastercard® Gift Card (“Card”) or Virtual Account (“Virtual Account”) has been issued to you. The Vanilla Gift Card or Virtual Account is a Visa or Mastercard prepaid Card/Virtual Account issued by Sutton Bank. All Cards/Virtual Accounts are issued by Sutton Bank and distributed and serviced by InComm Financial Services, Inc., which may be contacted by phone at 1-833-322-6760 or by mail at P.O. Box 826, Fortson, Georgia 31808. By accepting and using this Card/Virtual Account, signing the back of the Card, activating the Card/Virtual Account or authorizing any person to use the Card, you agree to be bound by the terms and conditions contained in this Agreement. You agree to sign the back of the Card immediately upon receipt. The Card/Virtual Account will remain the property of Sutton Bank and must be surrendered upon demand. The Card/Virtual Account is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. These terms and conditions apply to both the purchaser and any other user of the Card/Virtual Account. It is the purchaser's obligation to provide these terms and conditions to any user; however, new terms and conditions may be provided, or any other questions or concerns answered, by calling 1-833-322-6760, or by visiting VanillaGift.com.

For purposes of this Cardholder and Virtual Accountholder Agreement, Sutton Bank's business days are Monday through Friday, excluding federal holidays.

1. ABOUT YOUR CARD/VIRTUAL ACCOUNT

The Card/Virtual Account is a prepaid Card/Virtual Account loaded with a specific amount of funds, redeemable to buy goods and services at any merchant in the U.S. that accepts Visa or Mastercard debit Cards or PULSE® PIN transactions. No additional funds may be added to this Card/Virtual Account. In this Agreement “you” and “your” mean the person or persons who have received the Card/Virtual Account and are authorized to use the Card/Virtual Account as provided for in this Agreement. “We”, “us”, “our”, and “Bank” mean Sutton Bank, our successors, affiliates or assignees. The Card/Virtual Account is NOT a credit card. The Card/Virtual Account is not a checking account or connected in any way to any account other than a stored value account where your funds are held. You will not receive any interest on the funds in your Card/Virtual Account.

2. USING YOUR CARD/VIRTUAL ACCOUNT

You may use your Card/Virtual Account to obtain goods or services wherever the Card/Virtual Account is honored. Each time you use your Card/Virtual Account, you authorize us to reduce the value available on your Card/Virtual Account by the amount of the transaction. Your Card/Virtual Account cannot be redeemed for cash or be used to obtain cash in any transaction. Your Card/Virtual Account is valid in the U.S. only. It cannot be used at merchants outside of the U.S., including internet and mail / telephone order merchants outside of the U.S. Although your Card/Virtual Account will not be accepted at locations outside of the U.S., it is welcome at millions of locations within the U.S. where Visa and Mastercard debit is accepted. Virtual Accounts may be used for electronic commerce, mail order and/or telephone order purchases only and may not be accepted for purchases at physical retail locations.

For security reasons, we may limit the amount or number of transactions you can make on your Card/Virtual Account.

The Card/Virtual Account cannot be used to obtain cash or for illegal transactions. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

3. DEPOSIT NETWORK SERVICE ACKNOWLEDGEMENT

By utilizing the services, your beneficial funds may be held at Sutton Bank in an omnibus custodial account (“Omnibus Account”). In its ordinary course of business, Sutton Bank may utilize a “Deposit Network Service” to deposit funds from the Omnibus Account into other FDIC insured banks (“Network Banks”). In the event funds from the Omnibus Account are deposited into Network Banks via the Deposit Network Service, Sutton Bank will deliver funds to a custody bank (“Custodian Bank”) participating in the Deposit Network Service. By utilizing the services, you authorize Sutton Bank to utilize a Deposit Network Service as described.

4. SETTING A PERSONAL IDENTIFICATION NUMBER (“PIN”)

When you first use the Card/Virtual Account at a merchant's Point of Sale (“POS”) device, any four-digit code will work as the initial PIN for your first PIN-based transaction. After the first PIN-based transaction, you must use the same PIN for each subsequent PIN-based transaction, unless and until you choose to reset the PIN. Choose a PIN that you can remember easily. If you need to reset the Card/Virtual Account's PIN, please call 1-833-322-6760. You will be required to provide information about the Card/Virtual Account (account number, expiration date and security code) to reset the PIN.

You should not write or keep your PIN with your Card/Virtual Account. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorized access to your PIN, you should advise us immediately, following the procedures in the section labeled “Lost or Stolen Cards/Virtual Accounts; Your Liability for Unauthorized Transactions.” CARD/VIRTUAL ACCOUNTS ARE NOT ACCEPTED AT ATMS AND CANNOT BE USED TO OBTAIN CASH IN ANY PURCHASE TRANSACTION.

5. CHECKING YOUR BALANCE

You should keep track of the amount of value loaded on Cards/Virtual Accounts issued to you. You may obtain information about the amount of money you have remaining in your Card account/Virtual Account by calling 1-833-322-6760 or visiting VanillaGift.com. This information, along with a 60-day history of account transactions, is also available on-line at VanillaGift.com. It may also be possible to request a written copy of account transactions by calling 1-833-322-6760 or by writing us at Vanilla Gift Card/Virtual Account Customer Service, P.O. Box 826, Fortson, GA 31808.

6. AUTHORIZED USERS

Until you sign the Card, or use the Virtual Account, you may present the Card/Virtual Account to another person. You are responsible for all transactions initiated and fees incurred by use of the Card/Virtual Account. If you permit another person to have access to the Card/Virtual Account or Card/Virtual Account 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/Virtual Account according to the terms and conditions of this Agreement.

7. AUTHORIZATION HOLDS

You do not have the right to stop payment on any purchase transaction originated by use of your Card/Virtual Account. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card/Virtual Account may be “preauthorized” for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. 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.

8. RETURNS AND REFUNDS

If you are entitled to a refund for any reason for goods or services obtained with your Card/Virtual Account, the return and refund will be handled by the merchant. If the merchant credits your Card/Virtual Account, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

9. RECEIPTS

You should get a receipt at the time you make a transaction using your Card/Virtual Account. You agree to retain your receipt to verify your transactions.

10. SPLIT TRANSACTIONS AND OTHER USES

If you do not have enough funds available in your Card account/Virtual Account, you can instruct the merchant to charge a part of the purchase to the Card/Virtual Account and pay the remaining amount with another form of payment. These are called “split transactions.” Some merchants do not allow cardholders/virtual accountholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

If you use your Card/Virtual Account number without presenting your Card/Virtual Account (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card/Virtual Account itself. Payment for pay-at-the-pump stations must be made inside.

YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON YOUR CARD/VIRTUAL ACCOUNT. If you attempt to use the Card/Virtual Account when there are insufficient funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of the funds available on your Card/Virtual Account occurs due to a systems malfunction or otherwise, you shall remain fully liable to us for the amount of the transaction.

11. OBTAINING A REPLACEMENT CARD/VIRTUAL ACCOUNT

The funds on your Card/Virtual Account do not expire. The “valid thru” date indicated on the front of your Card/Virtual Account card reference image is not an expiration date, but is intended primarily to allow your Card/Virtual Account to be used with certain Internet or mail/telephone order merchants, where such information may be required. After the “valid thru” date, your available funds will be temporarily unavailable until you contact 1-833-322-6760 for a replacement Card/Virtual Account with a new “valid thru” date. You will not be charged a replacement Card/Virtual Account fee if you are ordering a replacement Card/Virtual Account due to your Card/Virtual Account expiring, in order to continue accessing unused funds. If your Card/Virtual Account still has unused funds on it after your Card/Virtual Account expires, you may order a new Card/Virtual Account by calling 1-833-322-6760.

12. PRIVACY POLICY

You agree and understand to the collection, use, and disclosure of your information as set forth in this Agreement and our Privacy Policy available at https://www.suttonbank.com/_/kcms-doc/85/49033/AWK-Privacy-Disclosure-1218.pdf

13. FEE SCHEDULE

The Card/Virtual Account has NO FEES AFTER PURCHASE (including dormancy, service, or other fees). An activation fee per Card/Virtual Account is paid by the purchaser at purchase.

14. LOST OR STOLEN CARDS/VIRTUAL ACCOUNTS; YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Contact us at once by calling 1-833-322-6760 if you believe the Card/Virtual Account has been lost or stolen. You must provide your name, address, Card/Virtual Account number, CID, and other details as requested by us to replace your Card. We cannot assist you if you do not have the Card/Virtual Account number or do not provide us with the requested information. If we issue a replacement Card/Virtual Account, the replacement Card/Virtual Account will have a value equal to the Available Balance on the Card/Virtual Account at the time you notified us of the loss or theft. Any Available Balances will be temporarily unavailable until you activate your replacement Card/Virtual Account. NO REFUNDS WILL BE PROVIDED FOR AMOUNTS DEBITED FROM THE LOST OR STOLEN CARD/VIRTUAL ACCOUNT BEFORE YOU NOTIFY US. You acknowledge that purchases made with prepaid cards or virtual accounts, such as the Card/Virtual Account, are similar to those made with cash. You cannot “stop payment” or “lodge a billing dispute” on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the merchant.

15. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

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

1. If, through no fault of ours, you do not have enough funds available in your Card account/Virtual Account to complete the transaction;
2. If a merchant refuses to accept your Card/Virtual Account;
3. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
4. If access to your Card/Virtual Account has been blocked after you reported your Card/Virtual Account lost or stolen;
5. 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
6. Any other exception stated in our Agreement with you.

16. NO WARRANTY

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

17. AMENDMENT AND CANCELLATION

We may amend or change the terms of this Agreement at any time, subject to applicable law. You will be notified of any change in the manner required by applicable law prior. However, if the change is made for security purposes, we can implement such change without prior notice.

We may cancel or suspend your Card/Virtual Account or this Agreement at any time. You may cancel this Agreement by returning the Card/Virtual Account to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

18. OTHER TERMS

Your Card/Virtual Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card/Virtual Account 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 any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Ohio except to the extent governed by federal law.

19. ARBITRATION

Any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: (i) this Agreement; (ii) the Card/Virtual Account; (iii) your acquisition of the Card/Virtual Account; (iv) your use of the Card/Virtual Account; (v) the amount of available funds in the Card account/Virtual Account; (vi) advertisements, promotions or oral or written statements related to the Card/Virtual Account, as well as goods or services purchased with the Card/Virtual Account; (vii) the benefits and services related to the Card/Virtual Account; or (viii) transactions on the Card/Virtual Account, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE. For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made finally and exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction. NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE. This arbitration provision shall survive:

(i) the termination of the Agreement; (ii) the bankruptcy of any party; (iii) any transfer, sale or assignment of the Card/Virtual Account, or any amounts owed on the Card/Virtual Account, to any other person or entity; or (iv) expiration of the Card/Virtual Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force. IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD/VIRTUAL ACCOUNT. SAVE YOUR RECEIPT AND CALL 1-833-322-6760 TO CANCEL THE CARD/VIRTUAL ACCOUNT AND TO REQUEST A REFUND.

This Gift Card Cardholder and Virtual Accountholder Agreement is effective 5/2020.

The Vanilla Visa Gift Card/Virtual Account is issued by Sutton Bank, Member FDIC, pursuant to license from Visa U.S.A. Inc. The Vanilla Mastercard Gift Card/Virtual Account is issued by Sutton Bank, Member FDIC, pursuant to license from Mastercard International.

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