

## VANILLA® VISA® GIFT CARD CARDHOLDER 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 RECIPIENT

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which a Vanilla® Visa® Gift Card (“Card”) has been issued to you. The Vanilla Visa Gift Card is a prepaid Card issued by Sutton Bank. All Cards 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, signing the back of the Card, activating the Card, 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 will remain the property of Sutton Bank and must be surrendered upon demand. The Card is nontransferable after it has been signed, 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. 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 Agreement, Sutton Bank's business days are Monday through Friday, excluding federal holidays.

### 1. ABOUT YOUR CARD

The Card is a prepaid Card loaded with a specific amount of funds, redeemable to buy goods and services in the U.S. anywhere Visa debit Cards or PULSE® PIN transactions are accepted. No additional funds may be added to this Card. In this Agreement “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. “We”, “us”, “our”, and “Bank” mean Sutton Bank, our successors, affiliates or assignees. The Card is NOT a credit Card. The Card 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 account.

### 2. USING YOUR CARD

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

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

The Card cannot be used to obtain cash, for illegal transactions or on-line gambling activity. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

### 3. SETTING A PERSONAL IDENTIFICATION NUMBER (“PIN”)

When you first use the Card 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's PIN, please call 1-833-322-6760. You will be required to provide information about the Card (account number, expiration date and security code) to reset the PIN.

You should not write or keep your PIN with your Card. 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 “Unauthorized Transactions.”

CARDS ARE NOT ACCEPTED AT ATMS AND CANNOT BE USED TO OBTAIN CASH IN ANY PURCHASE TRANSACTION.

### 4. CHECKING YOUR BALANCE

You should keep track of the amount of value loaded on Cards issued to you. You may obtain information about the amount of money you have remaining in your Card 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. You also have the right to obtain a sixty (60) day written history of account transactions by calling 1-833-322-6760 or by writing us at Vanilla Visa Gift Card Customer Service, P.O. Box 826, Fortson, GA 31808.

### 5. AUTHORIZED USERS

Until you sign, you may present the Card to another person. If you do provide access to your Card or Card number, you are liable for all transactions made with the Card or Card number by those persons. You must notify us to revoke permission for any person you previously authorized to use Card information or have access to your account. You are responsible for all transactions and fees incurred by you or any other person you have authorized.

### 6. AUTHORIZATION HOLDS

You do not have the right to stop payment on any purchase transaction originated by use of your Card. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card 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.

### 7. RETURNS AND REFUNDS

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, 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.

### 8. RECEIPTS

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

### 9. SPLIT TRANSACTIONS AND OTHER USES

If you do not have enough funds available in your Card account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called “split transactions.” Some merchants do not allow cardholders 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 number without presenting your Card (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 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. If you attempt to use the Card 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 occurs due to a systems malfunction or otherwise, you shall remain fully liable to us for the amount of the transaction.

### 10. OBTAINING A REPLACEMENT CARD

The funds on your Card do not expire. The “valid thru” date indicated on the front of your Card is not an expiration date, but is intended primarily for fraud protection purposes and also permits your Card to be used with certain internet or mail/telephone order merchants. After the “valid thru” date, your available funds will be temporarily unavailable until you contact 1-833-322-6760 for a replacement Card with a new “valid thru” date. You will not be charged a replacement Card fee if you are ordering a replacement Card due to your Card expiring, in order to continue accessing unused funds. If your Card still has unused funds on it after your Card expires, you may order a new Card by calling 1-833-322-6760. Upon contacting us for any lost/stolen Card, your funds will be temporarily unavailable until you activate your replacement Card.

## 11. FEE SCHEDULE

The Card has NO FEES AFTER PURCHASE (including dormancy, service, or other fees). An activation fee per Card is paid by the purchaser by at purchase. The table below sets forth the maximum activation fee per Card. The activation fee actually in connection with the sale of the Card may be less than the fee amount in the table below depending on the location where the Card is purchased.

\$10 – \$75 Gift Card	\$2.95
\$76 – \$250 Gift Card	\$3.95
\$251 + Gift Card	\$5.95

## 12. UNAUTHORIZED TRANSACTIONS

### Contact

If you believe your Card has been lost or stolen or an unauthorized transaction has been made using the information from your Card without your permission, call: 1-833-322-6760 or write: Vanilla Visa Gift Card Customer Service, P.O. Box 826, Fortson, GA 31808. Telephoning Customer Service is the best way of keeping your possible losses down. You may ask for the Card number and other identifying details. We cannot assist you if you do not have the Card number. You must contact us within sixty (60) days after the earlier of the date you electronically access your account in which the transaction was reflected, or the date we sent the FIRST written history on which the unauthorized transfer appeared.

We reserve the right to investigate any claim you may make with respect to a lost or stolen Card or unauthorized transaction, and you agree to cooperate with such investigation. We may ask you for a written statement, affidavit or other information in support of the claim. In the event of actual or suspected unauthorized use, we will cancel your Card, and issue a replacement Card if available funds remain on the Card. A reissued Card may take up to 30 days to process. You acknowledge that purchases made with prepaid cards, such as the gift Card, are similar to those made with cash. You cannot “stop payment” on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the merchant.

### Your Liability for Unauthorized Visa Prepaid Card Transactions

Under Visa rules, your liability for unauthorized Visa debit transactions on your Card account is \$0.00 if you notify us within two (2) business days and you are not grossly negligent or fraudulent in the handling of your Card or PIN. This reduced liability does not apply to PIN transactions not processed by Visa or ATM cash withdrawals.

These provisions limiting your liability do not apply to debit transactions not processed by Visa.

### 13. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not complete a transaction to or from your Card 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:

- If, through no fault of ours, you do not have enough funds available in your Card account to complete the transaction;
- If a merchant refuses to accept your Card;
- 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;
- If access to your Card has been blocked after you reported your Card lost or stolen;
- 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
- Any other exception stated in our Agreement with you.

### 14. 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.

### 15. AMENDMENT AND CANCELLATION

We may amend or change the terms of this Agreement at any time, subject to applicable law. We will never change types or amounts of fees charged or the frequency or condition in which they are charged, expiration dates, the website and toll free number that you can call for questions about your Card, and your available funds will never expire on this Card due to the passage of time. 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 or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.**

### 16. OTHER TERMS

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your 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 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.

### 17. ARBITRATION

Any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: (i) this Agreement; (ii) the Card; (iii) your acquisition of the Card; (iv) your use of the Card; (v) the amount of available funds in the Card account; (vi) advertisements, promotions or oral or written statements related to the Card, as well as goods or services purchased with the Card; (vii) the benefits and services related to the Card; or (viii) transactions on the Card, 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](http://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, or any amounts owed on the Card, to any other person or entity; or (iv) expiration of the Card. 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. SAVE YOUR RECEIPT AND CALL 1-833-322-6760 TO CANCEL THE CARD AND TO REQUEST A REFUND.**

This Gift Card Cardholder Agreement is effective 03/01/2019.

This Card is issued by Sutton Bank pursuant to license from Visa U.S.A. Inc.

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