

CARDHOLDER AGREEMENT IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the Walmart Academy Prepaid Visa® Card

This Cardholder Agreement ("Agreement") outlines the terms and conditions under which the Walmart Academy Prepaid Visa Card has been issued to you by Sutton Bank, Attica, Ohio ("Sutton Bank" or "The Issuer"). The Issuer is an FDIC insured member institution. "Card" means the Walmart Academy Prepaid Visa Card issued to you by Sutton Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. "Card Account" means the records we maintain to account for the value of claims associated with the 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. "We," "us," and "our" mean the Issuer and our successors, affiliates, or assignees. The Card is offered to you through your employer ("Sponsor") who has requested that we issue a Card to you and who has the authority to load funds into your Card Account from time to time. Sponsor is responsible for providing the funds and instructing us to load the amount of designated funds into the Card Account. You acknowledge and agree that the value available in the Card Account is limited to the funds that have been loaded into the Card Account by or on behalf of Sponsor. We have no obligation to you in the event Sponsor delays in providing or fails to provide funds to fund your Card Account. The Sponsor is not the issuer of the Card but may limit some functions on the Card. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. Card funds do not expire. The Card is a prepaid card. The 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 in the Card Account. Funds in the Card Account are not FDIC insured. 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. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

Activate Your Card

Your Card will be active when you receive it. You will have access to your funds and may begin using the Card within twenty-four (24) hours after issuance.

Personal Identification Number (PIN)

You will receive a Personal Identification Number ("PIN") with the Card. For security purposes, we recommend that you change your PIN to a number of your choice immediately upon receipt. You should take precautions to protect your PIN. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers." You have the option to reset your PIN by visiting www.WalmartAcademyCard.com or calling Cardholder Services at 1-855-498-8692. You will be required to provide information about your Card (card number, expiration date and security code) prior to resetting your PIN.

Authorized Card Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or 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 the Card according to the terms and conditions of this Agreement.

Secondary Cardholder

You may not request an additional Card for another person.

Your Representations and Warranties

By purchasing or activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least eighteen (18) years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States, the District of Columbia or Puerto Rico; (iii) the personal information that you provide to us in connection with the Card is true, correct and complete; (iv) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (v) you accept the Card.

Cash Access

Your Card may be used to obtain cash from an Automated Teller Machine ("ATM"), or Point-of-Sale ("POS") device subject to the fees set forth in the paragraph labeled "Fees". The maximum amount that may be withdrawn from an ATM is \$400.00 per day.

Preauthorized Transfers

The Card Account cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers. If presented for payment, preauthorized direct debits will be declined and payment to the merchant or provider will not be made. You are not authorized to provide the combination of the Issuer's banking routing number and the Card Account number to anyone.

Loading Your Card

You may not load additional funds to your Card; only Sponsor may load additional funds. Personal checks, cashier's checks, and money orders sent to the Issuer are not an acceptable form of loading. Any checks and money orders sent to the Issuer for loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded at the discretion of the Issuer. The minimum amount of funds that may be loaded to your Card Account by or on behalf of Sponsor is \$5.00. The maximum amount of funds that may be loaded to your Card Account by or on behalf of Sponsor is \$1,500.00.

Using Your Card/Features

The maximum value of your Card is restricted to \$1,500.00. You may use your Card for purchase transactions in any amount and any number of transactions up to the maximum dollar value that has been loaded to the Card Account. You may use your Card to purchase or lease goods or services in the fifty (50) states of the United States ("U.S."), the District of Columbia, and Puerto Rico everywhere. Visa debit cards or PULSE cards are accepted as long as you do not exceed the available value of your Card Account. The Card may not be used outside the U.S., the District of Columbia and Puerto Rico, including Internet and mail or telephone order merchants outside the U.S., the District of Columbia, and Puerto Rico. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. 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 on the Card Account to the 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 prior to swiping your Card, your Card is likely to be declined. If you use your Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount up to \$75.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction amount may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a "hold" on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

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 Account. 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 sixty (60) days. If you use your 16-digit 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 had used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash (but your Card may be used to obtain cash from an ATM or POS device, as set forth in the paragraph labeled "Cash Access"). You may not use your Card for online gambling or any illegal transaction. Each time you use your Card, you authorize us to reduce the available value of your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available balance of funds on your Card, you shall remain fully liable to us for the amount of the transaction and any fees, if applicable.

Non-Visa Debit Transactions

New procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as a PULSE transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the PULSE network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the PULSE network. Please refer to the paragraph labeled "Your Liability for Unauthorized Transfers" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions. To initiate a Visa debit transaction at the POS, swipe your Card through a POS terminal, sign the receipt, or provide your 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your 16-digit Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. The Issuer is not responsible for the delivery, quality, safety, legality or any other aspects of goods or services you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

Card Replacement

If you need to replace your Card for any reason, please contact 1-855-498-8692 to request a replacement Card. You will be required to provide personal information which may include your 16-digit Card number, full name, transaction history, copies of accepted identification, etc. We reserve the right to require an affidavit signed by you and to conduct an investigation into the validity of any request. There is a fee for replacing your Card in certain circumstances – see the paragraph labeled "Fees."

Expiration

Your Card will expire no sooner than the date printed on the front of the Card or until the value on the Card reaches zero. The funds associated with the Card do not expire. You will not be able to use your Card after the expiration date; however, you may request a replacement Card at no cost to you by following the procedures in the paragraph labeled "Card Replacement".

Transactions Made In Foreign Currencies

Your Card may only be used within the fifty (50) U.S. states, Puerto Rico, 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 the available balance of your Card account. Merchants generally will not be able to determine

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your available balance. It is important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Card Account by calling 1-855-498-8692. This information, along with a sixty (60) day history of Card Account transactions, is also available online at www.WalmartAcademyCard.com. You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling 1-855-498-8692 or by writing to P.O. Box 826 Fortson, Georgia 31808.

Fee Schedule

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

Transaction Type	Fee	Description
In-Network ATM Cash Withdrawal Fee	No Fee	There are no fees charged by the Bank or the third party ATM operator for a cash withdrawal transaction conducted at an ATM participating in the MoneyPass Network.
Out-of-Network ATM Cash Withdrawal Fee	\$1.00 (per transaction)	Except where prohibited by law, if you use an ATM not owned by us or an ATM that is not part of the MoneyPass Network for a cash withdrawal, you will be charged a \$1.00 per transaction fee. Additionally, if you use an out-of-network ATM for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.
Card Replacement Fee	\$5.95 (per Card)	Except where prohibited by law, a fee will be assessed for shipping and handling to replace a Card for any reason except for expiry of Card.

Confidentiality

We may disclose information to third parties about your 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 or administrative reporting requirements;
- (4) If you consent by giving us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (6) Otherwise as necessary to fulfill our obligations under this Agreement.

Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your 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 on your 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 know about the problem when you initiated the transaction;
- (4) If access to your Card has been blocked after you reported your Card lost or stolen;
- (5) If there is a hold or your funds are subject to legal or administrative 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 or by applicable law.

Your Liability for Unauthorized Transfers

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call 1-855-498-8692 or visit www.WalmartAcademyCard.com. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa or to ATM transactions outside the U.S. You must notify us immediately of any unauthorized use.

Other Miscellaneous 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.

Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our website at www.WalmartAcademyCard.com, and any such amendment shall be effective upon posting to that website. The current Agreement is available at www.WalmartAcademyCard.com. 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 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. In the event the Card Account is canceled, closed, or terminated for any reason you may request the unused balance to be returned to you by check to be sent to the mailing address you provide to us. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

Information About Your Right to Dispute Errors

In case of errors or questions about your Card Account, call 1-855-498-8692 or write to Cardholder Services at P.O. Box 826 Fortson, Georgia 31808 as soon as you can. You must contact us no later than sixty (60) calendar days after we posted the transaction(s) to the Card Account. You may view a written history of your transactions at any time by visiting www.WalmartAcademyCard.com.

You will need to tell us:

1. Your name and 16-digit Card number.
2. A description of the transaction(s) including the date and dollar amount.
3. Why you believe there is an error.

If you provide this information orally, we may require that you send the details listed above in writing within sixty (60) calendar days after we posted the transaction(s) you are questioning. You agree to cooperate fully with our investigation and to provide any additional information or documentation we may need for the claim. Once we have the required details, information, and/or documents, we will determine whether an error occurred. Our investigation may take sixty (60) to ninety (90) calendar days (depending on the type of transaction you are questioning) from when we hear from you. If we ask you to put details in writing and you do not provide them within sixty (60) calendar days of the date we posted the transaction(s) you are questioning, we may not be able to resolve the claim in your favor. For errors involving new Cards, POS transactions, or foreign-initiated transactions, our investigation may take up to ninety (90) calendar days. We will tell you the results within three (3) business days after completing our investigation. If we determine an error occurred we will correct the error promptly and credit the Card Account. If we decide there was no error, we will send you a written explanation. Copies of the documents used in our investigation may be obtained by contacting us at the phone number or address appearing 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:

Walmart Academy Prepaid Visa Card Customer Service
P.O. Box 826
Fortson, Georgia 31808

1-855-498-8692

Customer Service agents are available to answer your calls twenty-four (24) hours a day, seven (7) days a week.

Telephone Monitoring/Recording

From time to time, we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

No Warranty Regarding Goods or Services as Applicable

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

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.

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final 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 USE THE CARD. CALL US AT 1-855-498-8692 TO CANCEL THE CARD AND TO REQUEST A REFUND.

This Cardholder Agreement is effective 1/2016.