

## Cardholder Agreement

### IMPORTANT – PLEASE READ CAREFULLY

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

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

This document constitutes the agreement (“Agreement”) between you, Sunrise Banks, N.A., and Blackhawk Network, California, Inc., outlining the terms and conditions under which the 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 Visa Gift Card issued to you by Sunrise Banks, N.A., St. Paul, MN 55103, Member FDIC, and distributed and serviced by Blackhawk Network California, Inc. “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 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 Blackhawk Network California, Inc. This Card is distributed and serviced by Blackhawk Network California, Inc. pursuant to an agreement with Sunrise Banks, N.A. “We,” “us,” and “our” mean the Issuer, the Program Manager, and the successors, affiliates or assignees of each. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. 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. The Card is a prepaid card. The funds in your Card Account associated with your Card are not held on your Card; instead, they are pooled with funds of other cardholders and held by the Program Manager in an account with the Issuer 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 Program Manager holds the funds in your account in trust for you and is your agent solely with respect to the payment processing services it will provide for the 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. 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 should be active when you receive it. You may begin using the Card as soon as you receive it. If you experience difficulty when using your Card, please call us at 1 (888) 524-1283.

#### Personal Identification Number

You will receive a Personal Identification Number (“PIN”) with your Card Account. When you receive your Card, your PIN will be the last four digits of the Card number. For security, we suggest you change your PIN so that only you will know it. To change your PIN, call 1 (888) 524-1283 or visit [www.giftcardmall.com/mygift](http://www.giftcardmall.com/mygift). 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.”

#### 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 each Card according to the terms and conditions of this Agreement.

#### Secondary Cardholder

You may not request an additional Card for another person.

#### 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 Account

Your Card and Card Account are non-reloadable. For pre-denominated Cards, the maximum value of the Card is identified on the front of the Card. You may also obtain the value of your Card, whether it’s a pre-denominated or variable

denomination Card, by calling 1 (888) 524-1283 or visiting [www.giftcardmall.com/mygift](http://www.giftcardmall.com/mygift). You will have access to your funds as soon as your Card is activated (see "Activate Your Card" above).

### **Using Your Card/Features**

The maximum amount that can be spent on your Card per day is the balance of the Card Account. You may use your Card to purchase or lease goods or services in the United States and District of Columbia everywhere Visa debit cards are accepted as long as you do not exceed the value available in your Card Account. The Card may not be used outside of the United States and District of Columbia including Internet and mail or telephone order merchants outside of the United States and District of Columbia. 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 in 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 merchant may preauthorize the transaction amount up to \$125.00 or more. If your Card is declined, even though you have sufficient funds available, 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 merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. 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. 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.**

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. For security reasons, we may limit the amount or number of transactions you can make with your Card or Card Account. Your Card cannot be redeemed for cash. 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 value available in 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 balance of the funds available in your Card Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

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.

### **Registering Your Card for Certain Purchases**

If you wish to make online, mail, or telephone order purchases, you should first visit [www.giftcardmall.com/mygift](http://www.giftcardmall.com/mygift) and register your Card. Some online, mail, and telephone order merchants require that certain personal information, such as your name and address, be on file with the Card-issuing bank prior to approving a purchase. Therefore, unless you register your Card in advance, these types of merchants might decline your purchase even if there are sufficient funds in your Card Account.

### **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 Account 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 that 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 us at 1 (888) 524-1283 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.

### **Expiration**

Your Card will expire when the "valid thru" date printed on the front of your Card has passed. Your Card will expire no sooner than five (5) years from the date of purchase. The funds in the Card Account 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**

You may not make transactions in foreign currencies. Your Card may only be used within the fifty (50) U.S. states including 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 Statement

You are responsible for keeping track of your Card Account 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 (888) 524-1283. Statements in electronic format will be made available free of charge at [www.giftcardmall.com/mygift](http://www.giftcardmall.com/mygift). You may choose to have a paper statement mailed to you by contacting us each time at 1 (888) 524-1283 or writing to Customer Service, 10615 Professional Circle, Suite 102, Reno NV 89521.

## Fee Schedule

The Card has no fees after purchase.

## 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 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 in your Card Account 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 Card Account 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.

## 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 us at 1 (888) 524-1283. Under Visa U.S.A. Inc. Operating Regulations, 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. This reduced liability does not apply to PIN transactions not processed by Visa or ATM cash withdrawals. 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 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 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 and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account 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.

## 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 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 Card or this Agreement at any time for any reason (for example, if we suspect fraud or unauthorized activity on your Card Account), subject to applicable law. 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 that your Card Account is cancelled, closed, or terminated for any reason and you have registered your Card with your personal information, you may request the unused balance to be returned to you via a check to the mailing address we have in our records.

### **Information About Your Right to Dispute Errors**

In case of errors or questions about your electronic transactions, call 1 (888) 524-1283 or write to:

ATTN: Cardholder Dispute Services, 6220 Stoneridge Mall Rd., Pleasanton, CA 94588

Fax: (623) 336-6699

Email: [bhn.disputes@bhnetwork.com](mailto:bhn.disputes@bhnetwork.com)

as soon as you can, if you think an error has occurred involving your Card Account. You must contact us no later than sixty (60) days after we have posted on the Card website ([www.giftcardmall.com/mygift](http://www.giftcardmall.com/mygift)) the transaction on which the problem or error occurred.

You will need to tell us:

1. Your name and Card Account number.
2. Why you believe there is an error, and the dollar amount involved.
3. Approximately when the error took place.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business 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. For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. 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.

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 determine an error has occurred, we will credit the transaction in error upon 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.

### **No Warranty Regarding Goods and Services**

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

### **Telephone Communications**

You agree that from time to time, in accordance with applicable law, we may monitor and/or record telephone calls between you and us for training, to assure the quality of our customer service, for security purposes; in connection with our efforts at claim or dispute resolution; to detect fraud, unauthorized activity, or suspected wrongdoing, or as required by applicable law.

From time to time, we may need to contact you about your Card Account. You authorize us to call you at any number you provide or at any number at which we reasonably believe we can contact you, including calls or text messages to mobile, cellular, or similar devices, for any lawful purpose, including but not limited to: (1) suspected fraud or identity theft; (2) servicing your Card Account and (3) obtaining necessary information. You authorize us to use automated dialers and/or recorded messages when making such calls. You agree to pay (without reimbursement from us) any fees or charges you may incur from your telecommunications provider for any such calls we make to you.

### **Customer Service**

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

Customer Service

10615 Professional Circle, Suite 102

Reno NV 89521  
1 (888) 524-1283  
**Hours:** Daily 6am to midnight Central Time

#### **ARBITRATION**

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of any additional cardholders designated by you; iv) your purchase of the Card; v) your usage of the Card; vi) the amount of available funds in the Card Accounts; vii) advertisements, promotions or oral or written statements related to the Cards, as well as goods or services purchased with the Card; viii) the benefits and services related to the Cards; or ix) transaction 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 these organizations, contact them as follows: AAA, at 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 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 your Card, or any amounts owed on your 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 US AT 1 (888) 524-1283 TO CANCEL YOUR CARD AND TO REQUEST A REFUND.**

This Cardholder Agreement is effective 07/2013

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Blackhawk Network California, Inc.  
10615 Professional Circle, Suite 102  
Reno NV 89521  
1 (888) 524-1283