

GIFTROCKET PREPAID GIFT AGREEMENT IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the GiftRocket Prepaid Gift

This Agreement (“Agreement”) outlines the terms and conditions for the GiftRocket Prepaid Gift issued by Sunrise Banks, N.A. (“Sunrise Banks, N.A.” or “Bank”) St. Paul, MN 55103. “Gift” means the funds held and transferred by Sunrise Banks, N.A. according to instructions provided by a purchaser and/or recipient. By purchasing or redeeming the Gift, you agree to be bound by the terms and conditions contained in this Agreement. GiftRocket, Inc. (“GiftRocket”) is the program manager for the GiftRocket Prepaid Gift. “You” and “your” means the person or persons who have purchased the Gift and/or the person or persons who have redeemed the Gift as applicable. “We,” “us,” and “our” mean the Bank, our successors, affiliates or assignees. “Redemption” means the submission of instructions through the GiftRocket website, www.GiftRocket.com (“Website”) for the transfer of Gift funds to the recipient through an approved disbursement method. By purchasing or redeeming a Gift, you agree to the terms and conditions set forth in this Agreement.

Description of Gift

The Gift and its funds will expire three (3) years after the date of purchase. The Gift is not connected in any way to any other account. The Gift is not a gift certificate, a store gift card, or a general-use prepaid card, as defined by federal statutes. The Gift is not for resale. You will not receive any interest on your funds associated with the Gift. The Gift may be cancelled, repossessed, or revoked by us at any time without prior notice. The Gift is not designed for business use, and we may close your Gift if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate any laws, payment network rules or the terms of this Agreement. You are responsible for confirming the accuracy of all information you provide.

Gift Purchase

When you purchase a Gift, you authorize us to make an electronic transfer from your desired payment account, such as a credit card, to Bank. This transfer includes the desired amount of the Gift, plus any purchase fees associated with the purchase. The minimum Gift amount is \$1 and the maximum Gift amount is \$1,000. In order to purchase a Gift, you may be asked to provide your credit card information, billing address, and e-mail address. An authorization will be placed on your card for the total price of the Gift to ensure that you have sufficient funds available to cover the transaction. Pending a review of the transaction, your card will be charged the authorized amount. You authorize us to resubmit any charge that fails, is charged back or otherwise reversed. Funds representing Gifts that have been purchased will be held in a pooled account at the Bank for the benefit of recipients.

Gift Delivery

Prior to completing the purchase, you will select how you want to notify the recipient about the Gift. Some delivery methods require that the purchaser take action in order for the recipient to be notified about the Gift, such as if the purchaser elects to receive a printable PDF that the purchaser will deliver to the recipient. Other delivery methods are facilitated by GiftRocket, such as e-mail delivery, but delivery is not guaranteed. Confirm with the recipient that they have received notification of the Gift. Notification of the Gift will include a link or a secure access code that will be necessary to redeem the Gift.

Gift Redemption

In order to receive the funds associated with a Gift, you will need to access the Gift on the Website and give us instructions for how you want to receive the funds. You can elect to have the funds transferred to your US-based bank account or your US-based credit card. Most US-based credit cards are supported. The Gift funds will be dispersed pending a review of the redemption request. The review may require additional information from you and may delay the transfer of funds.

If the disbursement of Gift funds fails, we will notify you by e-mail and allow you to try again. However, you understand that your Gift balance will not be reimbursed in the event that you supply incorrect redemption instructions and the transfer completes. You understand that the set of available redemption options may change over time.

Gift Information and Transfers

Information about the Gifts you've purchased and received, along with information about the transfers associated with the Gift will be sent via e-mail and can also be accessed through the Website. You agree to notify us promptly of any erroneous, improper or unauthorized transfers or changes involving any Gifts you are a party to.

Review, Postponement, Suspension and Cancellation

We reserve the right to review and postpone the purchase or disbursement of your Gift. We may suspend or cancel your Gift or this Agreement at any time.

Refunds

Your Gift can be cancelled for a full refund within 30 days of purchase if it was bought through the Website and it has not been redeemed. Please contact Customer Support (support@GiftRocket.com) to cancel your Gift. Gifts purchased via bulk order or API are non-refundable.

Fees

A purchase fee is displayed at checkout and charged at the time of purchase. The fee is transferred as part of the initial transfer to Bank but will not be applied towards the value of the Gift.

A maintenance fee of \$10 per month will apply in the event the Gift is not redeemed prior to 12 months after the date of purchase. In the event you attempt to redeem the Gift after any maintenance fees have been deducted, we will refund the fees charged and honor the redemption.

Expiration

The funds associated with your Gift will expire three (3) years after the date of purchase. Upon expiration, any remaining funds associated with the Gift will be surrendered to the State of Minnesota in accordance with applicable unclaimed property laws. To retrieve Gift funds that have been surrendered after expiration, the individual entitled to the funds must claim the funds directly from the State of Minnesota. In such event, we will provide you with information regarding the amounts we have surrendered to the State and contact information for the relevant State office.

Your Representations and Warranties

By purchasing or redeeming the Gift, you represent and warrant to us that: (1) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (2) you are a U.S. citizen or legal alien residing in the United States or the District of Columbia; (3) the personal information that you provide to us in connection with the Gift is true, correct and complete; (4) you received a copy of this Agreement and agree to be bound by and to comply with its terms.

Force Majeure

We shall not be liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, funds transfer system or government rules, acts of third parties, or any cause that is beyond our reasonable control.

E-Sign Disclosure and Consent

This E-Sign Disclosure and Consent (“E-Sign Consent”) applies to all Communications for the Gift.

“Communication” means any agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the Gift, including but not limited to information that we are required by law to provide to you in writing.

Scope of Communications to Be Provided in Electronic Form. You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Gift or any product or service available through use of the Gift. As an example, we may choose to send by e-mail legally required notification of changes to terms and conditions related to the Gift.
- Notices or disclosures about a change in the terms of your Gift.
- Privacy policies and notices.

Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (4) by requesting you download a PDF file containing the Communication.

How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form by calling us at 1-800-443-8762. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records. It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to your Gift, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through our web site or by calling us at 1-800-443-8762.

Hardware and Software Requirements. In order to access, view, and retain electronic Communications that we make available to you, you must have:

- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- An e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;
- A personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified below.

Requesting Paper Copies. We will not send you a paper copy of any Communication which is available electronically from us, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call us at 1-800-443-8762. We may charge you a reasonable service charge, of which we have provided you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

Communications in Writing. All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this disclosure and any other Communication that is important to you.

Federal Law. You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

State Privacy Laws. We also comply with state privacy laws to the extent that they apply.

Termination / Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

Other Miscellaneous Terms

Your Gift and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Gift is subject to all applicable rules and customs of any clearinghouse or other association involved in transfers. 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. Except as set forth in the Arbitration section below, (1) this Agreement will be governed by, and

construed and enforced in accordance with, the law of the State of Minnesota except to the extent governed by federal law, (2) any action or proceeding with respect to this Agreement shall only be brought in a state or federal court in the State of Minnesota, and (3) you agree to pay upon demand our costs and expenses incurred in enforcing this Agreement.

Amendment

We may amend or change the terms and conditions of this Agreement at any time (including to notify you of a change of Bank) by posting the amended terms on GiftRocket's website, www.GiftRocket.com/terms, and any such amendment will be effective upon such posting to the website. However, if the change is made for security purposes, we can implement such change without prior notice.

Customer Service

For customer service or additional information regarding your Gift, please contact us at support@GiftRocket.com. For the fastest possible service, please include the order number and information about the Gift in question when you contact us.

Indemnification

At our request, you agree to defend, indemnify, and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and their employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

LIMITATION OF LIABILITY

Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we contract in order to offer the Gifts, and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the Gifts or the Program.

No Warranty of Uninterrupted Use

From time to time, the Website may be inoperative due to maintenance or malfunctions. When this happens, you may be unable to access the Website to redeem a Gift or obtain information about Gifts you have purchased or received. You agree that we will not be responsible for these temporary interruptions in the availability or functionality of the Website.

Arbitration

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 the Gift and whether or not the Gift 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 your heirs, guardian, personal representative, or trustee in bankruptcy. The terms “we,” “our,” and “us” mean the Bank and include the employees, officers, directors, members, managers, attorneys, affiliated companies, predecessors, and assigns of the Bank as well as the marketing, servicing, and collection representatives and third party service providers of the Bank, including, without limitation, GiftRocket and any of its employees, officers, or directors.

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
335 Madison Avenue
New York, NY 10017
Web site: www.adr.org
Telephone (800) 778-7879

JAMS, The Resolution Experts
1920 Main Street, Suite 300
Los Angeles, 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 the Gift.

Sunrise Banks
200 University Avenue West Suite 200
Saint Paul, MN 55103

This GiftRocket Prepaid Gift Agreement is effective 04/2016.

FACTS

WHAT DOES SUNRISE BANKS, N.A. DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial Companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how collect, share and protect your personal information. Please read this notice carefully to understand what we do.

What?

They types of personal information that we collect and share depend on the product or service you have with us. This can include:

- Social Security Number and Date of Birth
- Address of Residence and Government Issued Identification
- Transaction History

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All Financial Companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons Financial Companies can share their customers' personal information; the reasons Sunrise Banks, N.A. chooses to share; and whether you can limit the sharing.

Reasons we can share your personal information	Does Sunrise Banks, N.A. Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transaction, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes – to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences.	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness.	No	We don't share
For our affiliates to market to you.	No	We don't share
For non-affiliates to market to you.	No	We don't share

Questions?

Call 1-800-443-8762

Who we are

Who is providing this notice?	Sunrise Banks, N.A.
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What we do

How does Sunrise Banks, N.A. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
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How does Sunrise Banks, N.A. collect my personal information?	<p>We collect personal information, for example, when you</p> <ul style="list-style-type: none"> • Open a Card Account or use your card • Pay your bills or make a purchase • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
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Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates everyday business purposes- information about your creditworthiness, • Affiliates from using your information to market to you, • Sharing for non-affiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing.</p>
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Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include financial companies such as University Financial Corp. dba Sunrise Banks.</i>
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Non affiliates	<p>Companies not related by common ownership or control. They can be financial or nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Sunrise Banks, N.A. does not share with non-affiliates so they can market to you.</i>
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Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include prepaid card companies.</i>
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