

Monthly Fee	Per Purchase	ATM Withdrawal	Cash Reload
<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2.00</b>	<b>\$0.00*</b>
ATM Balance Inquiry			<b>\$0.75</b>
Customer Service (automated or live agent)			<b>\$0.00</b>
Inactivity (monthly fee after six (6) months of no successful customer-initiated transaction)			<b>\$2.95</b>
<b>We charge 4 other types of fees.</b> Here are some of them:			
Account to Bank Transfer			<b>\$2.00</b>
ATM Withdrawal Decline			<b>\$0.75</b>
* Third-party fees may apply. Any fees charged by third parties will be your responsibility.			
<b>No overdraft/credit feature.</b> Your funds are eligible for FDIC insurance.			
For general information about prepaid accounts, visit <a href="http://cfpb.gov/prepaid">cfpb.gov/prepaid</a> . Find details and conditions for all fees and services inside the Terms & Conditions or call <b>877-220-3988</b> or visit <a href="http://playplusgo.com/terms">playplusgo.com/terms</a> .			

The Borgata Online Play+® Program is offered by Sutton Bank in conjunction with the Bank's program manager, Sightline Payments LLC ("Sightline").

There is no charge to obtain an account and no charge to activate your Account.

The following is a complete list of fees that apply to your Account. All fees are deducted from your available balance on your Account unless otherwise specified. Sightline or Sutton Bank may amend, change or delete these fees in the future as set forth in the Amendment section of this Agreement.

**List of all fees for the Borgata Online Play+ Program:**

<i>All Fees</i>	<i>Amount for Standard Account</i>	<i>Details</i>
<i>Monthly Usage</i>		
Account Maintenance	\$0.00	Charged monthly.
<i>Add Funds</i>		
Deposit from Gaming	\$0.00	May be described as "Credit Funds" on account statement. Fee is rounded up or down to nearest \$.01.
Bank Card Load	\$0.00	May also be described as "Shared Funds in SVC Load" on account statement. Fee may post either to your Account or be added to Bank Card amount processed. Fee is rounded up or down to nearest \$.01. Financial Institutions may charge a cash advance fee for this type of transaction. Please check with your credit or debit card issuing bank for information on fees associated with this service.
Online Banking Load	\$0.00	Charged per load. Fee is rounded up or down to nearest \$.01. We are not responsible for overdraft or returned ACH fees charged by your Financial Institution.
PayPal Load	\$0.00	Charged per load. Fee is rounded up or down to nearest \$.01.
Cash Reload	\$0.00	Third-party fees may apply. Any fees charged by third parties will be your responsibility.
<i>Spend Money</i>		
Withdrawal to Gaming	\$0.00	May be described as "Debit Funds" on account statement. Fee is rounded up or down to nearest \$.01.
<i>Get Cash</i>		
ATM Withdrawal	\$2.00	May be described as "Domestic ATM Cash Withdrawal" or "International ATM Withdrawal" on account statement. Some ATM owners charge an ATM Surcharge Fee which is added to the cash withdrawal amount and is in addition to this ATM Fee. We are not responsible for any surcharge or add-on ATM fees and they will be deducted from your Account as required to process the transaction.
ATM Withdrawal Decline	\$0.75	May be described as "Domestic ATM Decline" or "International ATM decline" on account statement. Some ATM owners charge an ATM Surcharge Fee which is added to the cash

		withdrawal amount and is in addition to this ATM Fee. We are not responsible for any surcharge or add-on ATM fees and they will be deducted from your Account as required to process the transaction.
Account to Bank Transfer	\$2.00	Withdraw funds from Account to registered bank account. Described as "ACH Withdrawal" on account statement. By using the Account Verification Service, you authorize us to make up to two micro-deposits (less than \$1.00) to the Bank Account specified by you. You will then verify to us the amounts of each micro-deposit made to the card Account.
<i>Information</i>		
Customer Service	\$0.00	Live agent and IVR. Includes IVR balance inquiries.
ATM Balance Inquiry	\$0.75	May be described as "Domestic ATM Balance Inquiry" or "International ATM Balance Inquiry" on account statement. (No charge for balance inquiry through mobile app, online, or IVR.) Some ATM owners charge an ATM Surcharge Fee which is added to the cash withdrawal amount and is in addition to this ATM Fee. We are not responsible for any surcharge or add-on ATM fees and they will be deducted from your card Account as required to process the transaction.
<i>Other</i>		
Foreign Transaction Fee	3.00%	On the U.S. dollar amount of each transaction. Applies to ATM Withdrawal and Point of Sale performed outside of U.S. Fee is rounded up or down to nearest \$.01.
Inactivity Fee	\$2.95	Charged monthly to available balance after 6 months of no successful customer-initiated transaction.
Account Reimbursement Check	\$10.00	Per check, by Accountholder request.

Your funds are eligible for FDIC insurance. Your funds will be held at or transferred to Sutton Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Sutton Bank fails, if specific deposit insurance requirements are met and your card is registered. See [fdic.gov/deposit/deposits/prepaid.html](https://fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature. Some funding sources may not be available to you depending on the jurisdiction you are located in and/or the characteristics of the Program.

Contact Sightline by calling 877-220-3988. **ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH YOUR CARD MUST BE DIRECTED TO SIGHTLINE, AND NOT TO SUTTON BANK. Sightline is responsible for servicing your card and for resolving any errors in transactions made with your card.**

For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://cfpb.gov/prepaid). If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 855-411-2372 or visit [cfpb.gov/complaint](https://cfpb.gov/complaint).

Revision Date: April 24, 2023

View these Terms and Conditions and Privacy Notice online at [theborgataonlineprepaidcard.com](http://theborgataonlineprepaidcard.com) (the "Website")

### The Borgata Online Play+® Program Terms and Conditions

Discover®, the Discover Acceptance Mark, PULSE®, and the PULSE Logo are service marks used by Sutton Bank, Member FDIC, under license from Discover Financial Services.

**IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ("ARBITRATION CLAUSE") REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION AND WAIVING A RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE WITHIN 45 DAYS AFTER YOUR FIRST CARD PURCHASE.**

#### CUSTOMER SERVICE CONTACT INFORMATION:

Address: P.O. Box 98153, Las Vegas, NV 89193 Toll-Free Customer Service Number: 877-220-3988

- 1. The Card Program.** This Borgata Online Play+ Program Terms and Conditions ("Agreement") represents an agreement between you and Sutton Bank, member of the Federal Deposit Insurance Corporation ("FDIC") (the "Bank"), and contains the terms and conditions governing the Borgata Online Play+ Program ("Program"), offered by the Bank in conjunction with the Bank's program manager, Sightline Payments LLC ("Sightline"), and your access to and use of the Borgata Online Play+ Program card ("Card") which accesses a pre-funded account, issued to you by the Bank in connection with the Program and any reward, discount, and promotional offers related thereto.

As used herein, the terms "we," "us," and "our" mean Sutton Bank and/or its successors, affiliates, and assignees, and where applicable, Sightline and/or its successors, affiliates, and/or assignees. "You" and "your" means the person who submits an initial request for a Card and is authorized to use a Card as provided for in this Agreement. "Account" means the account associated with your Card in which we account for the loads, transactions, fees and other claims associated with your Card. Unless the context requires otherwise, the Card is a Prepaid Card, which may be either virtual or physical, accesses funds held in the Account. By using the Account or Card or by otherwise participating in the Program in any manner, you agree to the terms of this Agreement and agree that you will comply with all applicable laws. If you do not agree to be bound by this Agreement, do not activate or use the Card or Account. Please contact Customer Service to cancel your Card.

Read this Agreement and keep it for your records. Keep record of your Account in case your Card or Account number is lost, stolen, or destroyed. 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.

You acknowledge and agree that the value available in your Account is limited to the funds that you have loaded in your Account or that have been loaded to your 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. As set forth above, the Card is a prepaid card that provides you access to a pre-funded account and can only be used to access value that you have previously loaded into the Account. The Card is not connected in any way to any other card or bank account. The Card is not a credit card and your use of the Card will not enhance your credit rating. You will not receive any interest on your funds in the Account. The Card will remain the property of the Bank and must be surrendered upon demand. The Card is nontransferable, is not for resale, 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 cancel 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 and conditions of this Agreement or that may be fraudulent or illegal, or we may deny or close any Account (and cancel any corresponding Card) that we believe may cause us to incur any losses or potential liability. There is a limited purpose, virtual Account at the Bank in which the funds you elect to store in the Account are maintained. You have no rights to those funds stored in the virtual Account, to make any deposit, withdrawal, or any other transaction with the Account, except to access the funds and perform transactions in accordance with these Terms and Conditions.

- 2. Description of Program and Card.** Your Account allows you to deposit funds to or from the Account; make purchases for goods and services everywhere Discover® is accepted; perform ATM withdrawals at ATM devices that accept the card networks for the Account; and access your loaded funds or load your gaming-related winnings to the Account through participating gaming locations and/or gaming websites. The ability to use your funds in a gaming location is a highly unique feature of the Account and as such, is usable only in certain designated gaming locations that participate in the Program. Those locations accepting the Account for gaming purposes are part of Sightline's proprietary payments application network (SPAN™), a Sightline developed and owned closed loop card network, which connects your access to your funds in the Account with the loyalty program at gaming locations and is not accessible to all persons. You must use your Account at a designated Program-accepting gaming location for the Account to work in a gaming context. The gaming features of the Account allow you to segregate and budget your entertainment spend separately from other accounts. You are able to manage your Account through a full-service online Website (no additional charge for use) and you may have the option to access and manage your account from compatible smartphone devices (no additional charge for use) as offered. Sightline's Interactive Voice Response (IVR) system allows you to perform many important functions at no additional charge, and, during available hours, you may elect to speak to a live agent, however, additional fees may apply. Sightline reserves the right to record and monitor all live calls for security and training purposes. We reserve the right to modify or cancel the Program at any time with notice to you. If we suspect your Account is being used in a fraudulent manner we may suspend, block or close your Account or reduce access to your Account.

The Card may be used wherever debit cards bearing the applicable payment card network brand (e.g. Discover) ("Card Network") on your Card are accepted worldwide. The Card is not a gift card. The Card is not a device that accesses money in an individual checking or savings account. When you use your Card, you are redeeming the value on the Card and not making a withdrawal from a checking or savings account. Your Card is NOT a bank deposit account, debit card, or a charge card that allows you to make purchases or obtain advances and pay later. You may use your Card to make purchases at any merchant that accepts the Card Network's cards, subject to your available Account balance and the other terms and conditions of this Agreement. You may not use your Card for any illegal online gambling, escort services, or any illegal transaction. The Card will have a printed expiration date and the Card will expire, in accordance with applicable law, on the expiration date. If your Account is in good standing and you have available funds in the Account, we will issue you a new Card upon expiration. The Card is our property and is nontransferable. We may revoke or suspend your Card or any features or services of your Card at any time without cause or notice. You must surrender a revoked Card and you may not use an expired, cancelled, suspended, or revoked Card. You are required to notify us promptly if the Card is lost or stolen.

- 3. Identity Verification Process.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify, and record information that positively identifies each person who opens an Account. When you open an Account with us, we will ask for proof of or otherwise request your name, address, date of birth, Social Security Number, phone number, and other information that will allow us to identify you. We may also request additional identifying information and documentation from time to time in connection with your access to or use of certain Card features, functionality, and services.

After your Account is opened, we may ask again to see a copy of your driver's license or other identifying documents at any time if we deem it is necessary to verify your identity, address, or transactions on your Account. If we ask for specific identifying documents, we will have the right to immediately close or suspend

your Account if those specific documents are not provided. These measures are specifically designed to help us protect your identity and identify possible fraud on your Account.

4. **Registering for the Program.** In order to participate in the Program, you must (i) be a U.S. citizen or legal permanent resident of the United States (with a U.S. tax ID number); (ii) be at least the age required by law (in the applicable jurisdiction) to participate in the Program; (iii) have a residential street address (not a P.O. Box); and (iv) register for an Account with us, or an authorized distributor of the Program. You will need to provide certain information about yourself as prompted by the registration form. The information provided may be used to determine your eligibility for the Program and must be accurate. By activating the Card or Account by retaining, using, or authorizing the use of the Account or Card, you represent and warrant to us that: (a) all information you provide to us in connection with the Card and Account is true, correct, and complete; (b) you received a copy of this Agreement and our Privacy Policy and agree to be bound by and to comply with its terms; (c) you accept the Card and Account; and, (d) you will maintain the accuracy of such information and notify Sightline if any of the requested information materially changes. If approved, you will be issued an Account and receive a Card after your first funding of the Account or as otherwise determined by us.
5. **Consent for Electronic Disclosures.** To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under this Agreement and in connection with your relationship with us (collectively, "Communications") that we may otherwise be required to send or provide you in paper form (e.g., by mail). Your consent to receive electronic disclosures delivery applies to all of the documents we provide to you electronically in connection with the Account, including periodic statements and notices. Your statement is available for viewing and printing online on the Website after selecting the paperless statement option on the Website. If you choose to unsubscribe from marketing emails from us, that will not constitute withdrawing your consent to receive electronic communications related to your Card and/or Account. By accepting and agreeing to this Agreement electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements specified below; and (3) your consent will remain in effect until you withdraw your consent as specified below.

**Your Right to Withdraw Your Consent.** Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by calling 877-220-3988. If you withdraw your consent to receive Communications electronically, we will close your Card and Account and return your remaining Card Account balance as set forth in this Agreement, and you will no longer be able to use your Card or Account or participate in the Program, except as expressly provided in this Agreement. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that your withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

**Hardware and Software Requirements.** In order to access and retain Communications provided to you electronically, you must have: (1) a valid email address; (2) a computer or other mobile device (such as tablet or smart phone) that operates on a platform like Windows or a Mac environment; (3) a connection to the Internet; (4) a Current Version of Internet Explorer 8 (or higher), Mozilla Firefox 7.0, Safari 5, or Chrome 15; (5) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader version 7 or higher; (6) a computer or device and an operating system capable of supporting all of the above; and (7) a printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form. "Current Version" means a version of the software that is currently being supported by its publisher.

**Copies of Communications.** You should print and save and/or electronically store a copy of all Communications that we send to you electronically.

- 6. Name and Address Changes.** You are responsible for notifying us of any change in your name, physical address, phone number, mailing address, or email address. Requests for address or name changes may be subject to additional verification requirements.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email account available to any other individual, you agree that you are responsible for any release of your Card Account information to such individual.

- 7. Authorized Card Users.** You are responsible for all authorized transactions initiated and fees incurred by use of your Card or Account. If you permit another person to have access to your Card or Account 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 associated with your Account according to the terms and conditions of this Agreement.
- 8. FDIC Insurance.** The funds in your Account are held in a pooled account at Bank. Those funds are eligible for FDIC insurance up to \$250,000 on a pass-through basis and do not pay any interest. The availability of FDIC insurance is contingent upon Sightline maintaining accurate records and determinations of the FDIC as receiver at the time of a receivership if Bank should fail. Such coverage is subject to aggregation of all of your deposits held at Bank.

For further information about deposit insurance generally, you may write to the FDIC at 550 17th Street, N.W., Washington D.C. 20429, telephone the FDIC's toll-free hotline at 877-275-3342, or visit its website at [www.fdic.gov](http://www.fdic.gov).

- 9. Disclaimer of Warranties.** EXCEPT FOR ANY EXPRESS WARRANTIES WE PROVIDE IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE CARD OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

- 10. Limitation of Liability.** NEITHER SIGHTLINE NOR BANK WILL BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND EITHER OF OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE OR SIGHTLINE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

### **Using Your Card and Account**

**11. Funds Availability.** Note that the availability of funds loaded to your Account depend on the source of the funds and the type of loaded value. Funds deposited in your Account, or funds transferred from other accounts from any other external bank account(s) are subject to normal Bank rules on funds availability. Funds loaded on to an Account through transfer from credit or debit cards, Online Banking, participating reload networks, and wagering account merchant locations for credit to your Account are available immediately. Some funding sources may not be available to you depending on the jurisdiction you are located in and/or the characteristics of the Program.

**12. Use of Your Card and Account.** Your Card may be used to access the funds stored in your Account, and if used in gaming locations via the SPAN™ Network, your utilization of the Card is connected to the loyalty program(s) of the gaming establishments (which are governed by the terms and conditions of such establishments.) You may use your Card to perform the following types of transactions (subject to the transaction limits):

- (a) At an ATM displaying the Pulse®, NYCE® or MoneyPass® logos, you may use your card to make withdrawals of cash up to the amount of funds in your Account not exceeding the daily cash withdrawal limit or to obtain Account balance information. Some of these services may not be available at all ATMs or at ATMs outside the United States; and
- (b) At participating merchant locations displaying the Discover, Pulse, NYCE, or MoneyPass logos, you may use your Card to purchase goods and services (and to obtain a limited amount of cash) up to the amount of funds in your Account.

If you wish to use your Card for a purchase which is greater than the balance of the funds available on your Account, you must advise the merchant to charge only the current loaded balance of prepaid funds available on the Account or less and then you must arrange to pay for the difference, if any, using another payment method. The merchant may require payment for the difference in cash rather than accepting another card, such as a credit or debit card. Some merchants may elect to not accept these “split transactions.” If you fail to inform the merchant prior to completing the transaction, your transaction may be declined due to insufficient funds available. **Please note special rules for gas station purchases:** You may use your Card to make a purchase at a gas station or gas station/mini-market by going inside the location and making payment directly to the attendant. Your Card will not be accepted for payment at the gas pump.

If you use your Card at a restaurant, a hotel, a car rental location, or for similar purchases, the anticipated purchase amount may include an additional sum which is added to ensure there are sufficient funds available to cover additional charges, gratuities or incidental damage incurred. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your actual purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It can take a minimum of seven (7) days, and in some cases, more than thirty (30) 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 physical presentment of 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 these transactions you can make on your Account or through the Card. You may not use your Card or Account for any illegal transaction. You may use your Account for legal online gambling transactions, race and sports betting transactions, and other forms of legal gambling activities but only in locations and online gaming sites where we have authorized such use and the location is participating with our Program. You are solely responsible for determining whether the gaming you are participating in is legal. We have no liability for your participation in illegal gaming. All gaming related transactions are conducted through a private closed-loop network and are not transmitted through the Network.

You acknowledge and agree that the value available to you in your Card Account is limited to the balance of your Card Account. Each time you use your Card, you authorize us to immediately reduce the value available on your Account by the amount of the transaction or preauthorization. You are not allowed to



exceed the available amount on your Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Account (creating a 'negative balance'), including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to the Bank for the amount of the transaction and any applicable fees or charges. You agree to pay us promptly for the negative balance. If you do not promptly add sufficient funds to your Account to cover the negative balance, we may cancel your Card Account and pursue collection. To the extent allowed by applicable law, you are responsible for the reasonable costs we incur in collecting amounts owed by you to us under this Agreement, including reasonably attorneys' fees and costs. We also reserve the right to cancel your Account should you create one or more negative balances with your Account. We further reserve the right to (i) offset any negative balance by any current or future funds you may load to or maintain in your Card Account or funds in any other Card Account you maintain with us now or in the future; and/or (ii) place a hold on any amount of your funds maintained in any Account that you may maintain with us now or in the future to provide us redress for actual or anticipated losses we may incur as a result of the establishment of such Card or Account(s) or any activity with respect to same. Such hold (and/or reimbursements, if applicable) shall be in our discretion and for any length of time, but only to the extent permitted by applicable law.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Account. You may not make repetitive, preauthorized regular payments from your 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 as stated above.

Where applicable, you may deposit or withdraw funds to and from your Account from legal gaming merchants or legal online and mobile gaming merchants that enable the use of the Program by selecting the appropriate user option(s) made available by the merchant or instructing a merchant representative to facilitate the deposit transaction.

You agree to comply with the authentication methods used by the merchant gaming system, self-serve devices and/or location, such as a password, loyalty system PIN, card PIN or other methods that may be available to validate that you are the rightful account holder to conduct such deposit, withdrawal and purchasing transactions. You agree that by utilizing available authentication methods you are solely responsible for such withdrawal, deposit, and purchase activity. You agree that we may obtain and use your loyalty or wagering account information separately provided to or by a gaming location to facilitate deposit, withdrawal, and purchase transactions on your Account.

- 13. Your Personal Identification Number/Signature on the Account.** To protect the use of your Card for certain transactions, including automated teller machine (ATM) transactions, a personal identification number ("PIN") will be required to conduct a transaction with your Card. A PIN will be created for your Card during the activation process. You may change this PIN at any time by calling Customer Service and selecting "Change PIN" from the menu option or by selecting the "Change PIN" option online at the Website. You should not disclose your PIN to anyone. If the security or confidentiality of your PIN is compromised, you should notify Sightline at once. A PIN may not be necessary to purchase goods or services at merchant locations that accept Discover however, you should remember your PIN in case it is requested.

There is a panel on the back of the Card for your physical signature. You should sign this panel as soon as you receive your Card because it helps to further protect your card from unauthorized use. However, your responsibility for Card transactions, as described in these Terms and Conditions, does not depend on whether you sign your Card.

- 14. If You Lose the Card or Need a Replacement Card.** You agree to use your best efforts to safeguard the Card at all times. You may not lend, allow another to use or authorize anyone else to use your Card. If you believe the Card has been lost or stolen or you need a replacement card, you should contact Sightline Customer Service immediately. You will be required to provide personal information which may include your Card number, full name, transaction history, copies of accepted identification, etc. We reserve the

right to require an affidavit signed by you and conduct an investigation into the validity of any request. We will supply you with a new Card. Except as may be required by law, neither we or Sightline are liable for any loss or damage relating to lost or stolen Cards or the unauthorized use of a Card.

**15. Expiration.** Unless otherwise prohibited by applicable law, your Account expires on the expiration date shown on your Card. If funds remain on your Account at expiration, and you have not activated a reissued Card, you may request a replacement Card at no charge, or request a balance refund check by calling the phone number listed on your Card. If we send you a balance refund check, it will be for the amount of funds remaining on your Card at expiration less any applicable fees, costs and expenses. Expiration or closure of your Account will not cancel any completed transaction or any third-party services you used the Account to pay for prior to the expiration or closure of your Account.

**16. Transaction Limits.** The following load, withdrawal, and purchasing limits will apply for use of your Account:

**Please note:** If a VIP level is made available within the Program, Account holders may be eligible for VIP status at the sole and absolute discretion of Sightline (which is based on the frequency with which such Account holder utilizes their Account).

Limits	Standard	VIP	VIP Select
Account Maximum Balance	\$25,000	\$100,000	\$1,000,000
Deposits from Wagering Account <sup>1</sup>	\$25,000	\$100,000	\$1,000,000
ATM Withdrawals per Transaction <sup>2</sup>	\$500	\$500	\$500
Daily ATM Withdrawals <sup>2</sup>	\$500	\$1,000	\$3,000
Monthly ATM Withdrawals <sup>2</sup>	\$15,000	\$30,000	\$90,000
Point of Sale Purchases/Cash Advance per Transaction <sup>3</sup>	\$7,500	\$10,000	\$20,000
Daily Point of Sale Purchases/Cash Advance <sup>3</sup>	\$7,500	\$10,000	\$20,000

Funding Limits	Daily Limit	7-Day Limit	30-Day Limit
Accountholder Aggregate Funding Deposits (Credit/Debit card, Online Banking, PayPal, Cash, etc.)			
Standard Accounts	\$2,000	\$4,500	\$10,000
VIP Accounts <sup>4</sup>	\$10,000	\$30,000	\$70,000
VIP Select <sup>4</sup>	\$100,000	\$300,000	\$700,000

<sup>1</sup> Deposits from wagering account may not cause Account balance to exceed Account Maximum Balance.

<sup>2</sup> The owner of the ATM may set the withdrawal transaction limit below what our limit allows. The limitations apply to both domestic and international ATMs.

<sup>3</sup> Maximum three (3) transactions per day at any location providing quasi-cash services.

<sup>4</sup> Maximum Daily Limit of \$5,000 for Cash deposit.

You must load funds to your Account using one of the methods described in the preceding paragraph. We will not accept any checks, money orders, or cash mailed to us for deposit. We are not liable for any checks,

money order, or cash mailed to us. All checks, money orders, or cash sent to the Bank for loading onto your Account will be returned unless your Account has a negative balance at the time such check or money order is received, in which case the Bank may in its discretion choose to apply the check or money order proceeds to the negative balance owed.

For security reasons, to prevent fraud on the Program and/or to prevent fraudulent use of an account(s), we may limit the amount, number or type of transactions you can make on your Account and any funding or reload of your Account.

Any funds withdrawn from a Point of Sale ('POS') device or through a participating bank will be subject to the maximum amount that can be spent on your Card per day. If you seek to withdraw cash from a merchant POS device, please note that each merchant may establish limits as to how much cash may be obtained from a POS device at a single time or through a single location. This means that you may need to visit more than one merchant if you are seeking to withdraw cash in an amount which is less than or equal to the total limit above, but more than the limit established by the individual merchant.

**17. Foreign Currency Transactions.** If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by the Card Network into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by the Card Network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate the Card Network itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the Bank may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside of the 50 United States, the District of Columbia, Puerto Rico, and other U.S. territories are also subject to this conversion fee even if they are completed in U.S. currency.

If you conduct a transaction in a currency other than U.S. dollars, the merchant, the Card Network or other entity that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then-current policies. Discover currently uses a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets (note: this rate may be different from the rate the association itself receives), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and date it is posted to your Account. In addition to the currency conversion charge, we will impose a charge equal to 3% of the transaction amount (including credits and reversals) as set forth in the chart above for each transaction (U.S. or foreign currency) that you conduct at merchants (including foreign websites) outside the United States.

**18. Fees.** All fee amounts will be withdrawn from your Account and will be assessed as long as there is a remaining balance in your Account, except where prohibited by law. Anytime your remaining Account balance is less than the fee amount being assessed, the balance of your Account will be applied to the fee amount resulting in a zero balance in your Account. We reserve the right to automatically deduct additional fees from your Account once reloaded if your Account results in a zero balance.

If you use an ATM not owned by us 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. Any fees charged by third parties will be your responsibility and will be charged to your Account. Funds deposited through the use of a credit or debit card may be subject to additional and separate fees than those fees charged by us and are assessed by your credit or debit card issuing bank, and you are responsible for all such additional fees. If you have any questions regarding potential credit or debit card fees you may incur in any transfer, please contact your bank card issuer.

**19. Inactivity and Unclaimed Property.** You are subject to the Inactivity Fee listed in the fee schedule if the timeframe since you successfully initiated a transaction exceeds the timeframe listed in the fee schedule

("Inactivity Period") if a positive balance is available on your Account (see Section 18). The balance on the Account may be deemed to constitute unclaimed funds or dormant funds escheatable to the applicable state if, as shown by our records, you have not, within the statutory period, caused any activity or received any payments with regard to the Account, indicated any interest in the Account, corresponded with us concerning the Account, or otherwise indicated an interest in the Account as evidenced by correspondence on file with us, or transacted any business with us.

**20. Fraudulent or Criminal Card or Account Activity.** We reserve the right to block, suspend, or cancel your Card or close your Account, as a result of our policies and processes, we detect what we reasonably believe to be fraudulent, suspicious, or criminal activity or any activity inconsistent with this Agreement. We may temporarily suspend your Card or Account in the event we detect unusual or suspicious activity. If we exercise this right, we will incur no liability to you because of any resulting unavailability of the funds in your Card or Account or your inability to use your Card.

**21. Refunds and Returns.** If you are entitled to a refund for any reason for goods or services obtained with your Card or Account, you agree to accept credits to your Card or Account for such refunds and agree to the refund policy of that merchant. The exchange or return of merchandise purchased in whole or in part with the Card will be governed by the procedures and policies of each merchant and applicable law. At the time of any exchange or return, you should present both the merchandise receipt and the Card. If you receive a credit, the credit may not be added to the available funds on the Card for seven (7) business days. Neither the Bank, the Card Network, the processor nor Sightline, nor their respective affiliates, employees or agents are responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card or Account or any damages resulting directly or indirectly from the use of the Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

**22. Receipts and Transaction Documentation.** You should get a receipt at the time you make a transaction using your Card or deposits and withdrawals from your Account. You agree to retain your receipt to verify all of your transactions. You have the option of receiving receipts through text and e-mail messages. You must establish the events and conditions for receiving e-mail and/or text messages on the Website. For transactions where a receipt is unavailable and you elect not to receive text or e-mail advices, you agree to waive your requirement to receive a receipt for these transactions in that manner.

At the time you make an ATM transaction or merchant POS transaction, you will obtain a receipt for the transaction. You may elect to receive text or email messages for transactions where receipts are not available.

You are responsible for keeping track of your Account available balance. Merchants generally will not be able to determine your available balance. It is important to know your available balance before making any transaction.

A monthly statement showing all debits and credits posted to your Account for the referenced period will be available on the Website.

In addition, you can determine the balance of funds available in your Account: (i) at any ATM displaying the Pulse, NYCE, or MoneyPass logos (fees may apply), (ii) by calling 877-220-3988, or (iii) this information, along with a twelve (12) month history of account transactions can be accessed via the Internet at the Website. If your account is registered with us, you also have the right to obtain a twenty-four (24) month written history of account transactions by requesting it in writing to Sightline, LLC, P.O. Box 98153, Las Vegas, NV 89193. You will not be charged a fee for this information unless you request it more than once per month.

A copy of this Agreement is available to you on the Website.

**23. Account Closure / Reimbursement / Unclaimed Funds.** To close your Account, spend down the amount on your Account and destroy your Card. You may also close your Account at any time by calling the number

on the back of your Card or emailing Customer Service. You may request that we reimburse you for the amount of any remaining available funds (less the current fee per the fee schedule) via emailing Customer Service. For any remaining balance exceeding \$10.00, we will mail a check or other payment instrument to you at the address you provided us when you registered or the address where we mailed your Card upon receiving a legible image of your physical ID that contains your mailing address. If you do not request the remaining available funds or have not cashed the refund check, applicable law may require us to report your remaining available funds as unclaimed property as stated under Sections 18 and 19.

If we are unable to locate you based on the address you provided us during registration, we may be required to deliver your remaining available funds, (less any service fees) to the applicable state as unclaimed property. Your Account will automatically close if the Account balance is zero (0) and upon expiration of the Inactivity Period.

In the event that your Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There is a fee for this service. Please refer to the "Fee Schedule" above. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00. Any request for a return of funds shall be processed within a reasonable period of time after your request.

### **Liabilities**

- 24. Your Liability for Unauthorized Electronic Fund Transfers.** Tell us AT ONCE if you believe your card, PIN, or Account has been lost, stolen, or compromised or if you believe that an electronic fund transfer has been made or will be made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two (2) business days after you learn of the loss, theft, or compromise of your Card, PIN, or Account, you can lose no more than \$50 if someone used your Card or Account without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss, theft, or compromise of your Card, PIN, or Account, and we can prove we could have stopped someone from using your Card, PIN, or Account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card or Account, or other means, tell us at once. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

If your card is used in connection with an unauthorized transaction that was processed through the Network, your liability for such unauthorized use will not exceed \$0 if (i) you reported the loss or theft of your Account to us, and (ii) you did not act grossly negligent or fraudulently in handling your Card. For all other transactions with your Card, you must notify us within two (2) business days upon discovering any unauthorized transactions or a lost/stolen Card to keep your liability to no more than \$50. If you do not notify us within two (2) business days upon discovering any unauthorized transactions or a lost/stolen Card, your liability could reach as much as \$500.

If your Card has been lost or stolen please notify us immediately and we will deactivate your Card and send you a replacement Card at no charge. In some cases, we may close your Account to keep losses down. Upon your request, we may provide you with a replacement Account.

- 25. In Case of Errors or Questions About Your Electronic Fund Transfers.** In Case of Errors or Questions About Your Electronic Transfers call or email Sightline Customer Service as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we made the FIRST statement available to you on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

You agree to cooperate with any investigation we may make with regard to an unauthorized electronic transfer.

- 26. Returned Deposits.** If an e-check transaction is returned you are subject to collection proceedings to the full extent of applicable law and we have the right to assess a return check fee to the maximum allowable limit. You may be required to complete an Affidavit of Fraud or Affidavit of Stolen Identity in case of a disputed deposit transaction.

If we receive a dispute for a credit or debit card deposit transaction you are subject to collection to the full extent of applicable law. We will attempt to collect utilizing a third-party collection agency and information about your account may be reported to credit bureaus, you will receive timely notification of your rights to obtain information reported to a credit bureau directly from the collection agency if and when collection proceedings are brought against you. You may be required to complete an Affidavit of Fraud or Affidavit of Stolen Identity in case of a disputed deposit transaction.

- 27. Confidentiality.** We may disclose information to third parties about your Card or the transactions you make:

- (a) Where it is necessary or helpful for completing transactions;
- (b) In order to verify the existence and condition of your Card for a third party, such as merchant;
- (c) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- (d) If you consent by giving us your written permission;
- (e) To our employees, auditors, affiliates, service providers, or attorneys as needed;
- (f) In order to prevent, investigate or report possible illegal activity;
- (g) In order to issue authorizations for transactions on the Card;
- (h) As permitted by applicable law; or
- (i) Otherwise as necessary to fulfill our obligation under this Agreement.

Please see our Privacy Policy, available at [https://www.suttonbank.com/\\_kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf](https://www.suttonbank.com/_kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf), for further details.

- 28. Our Liability to You.** Our liability to you is expressly conditioned and limited by these Terms and Conditions. If we do not timely complete a transfer to or from your Account according to this Agreement,

we may be liable for your actual loss or damage caused by our negligence if it caused your loss or damage but for no other loss or damage. We are not responsible for special, extraordinary, consequential, exemplary or other damages and you expressly waive the right to collect same from us. We will specifically not be liable to you for each of the following events:

- a. If, through no fault of ours, you do not have enough available funds in your Account to make or complete the transaction.
- b. If the ATM where you are making the Card transaction does not have enough cash.
- c. If the ATM, terminal, system or other access device was not working properly or malfunctions at any time.
- d. If a merchant does not accept your Card.
- e. If access to your Card has been blocked after you reported your Card lost or stolen.
- f. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use.
- g. If circumstances beyond our control (such as fire or flood, or computer or communication failure) prevent the Card transaction.
- h. If there is a loss or partial loss in any computer systems, systems connectivity, compatibility of systems or other software or hardware malfunction.
- i. If we believe the transaction is or might be illegal, fraudulent, or unauthorized.
- j. For any other exception stated in our Agreement with you or by applicable law.

### **Other Rights and Terms**

- 29. Right of Set-Off.** You agree that Sightline and/or the Bank is authorized, to the extent permitted by applicable law, to set-off any current or future funds deposited to this or any other Account you register or maintain (including any other Accounts serviced by Sightline and issued by the Bank to you), against any or all of your debts and/or liabilities owed to Sightline or the Bank. Sightline and/or the Bank may exercise this right of set-off without prior notice to you, if permitted by applicable law.
- 30. Overpayment.** We reserve the right to deduct funds from your Account in order to correct a previous error or overpayment to you.
- 31. Termination.** The Card shall at all times remain the property of us, and you agree upon demand to return your Card to us. At any time and without prior notice, we may revoke or cancel your Account and thereby terminate these Terms and Conditions and demand return of your Card. You may terminate your Card and Account, and withdraw from the Program at any time by returning your Card to us. Termination, whether by you or by us, shall not affect any and all prior transactions or obligations relating to your Account or governed by this Agreement and existing at the time of termination.
- 32. Assignment; Applicable Law.** You may not transfer or assign your Card or this Agreement to any other person without the Bank's prior written consent. We may assign our obligations to you under these Terms and Conditions to any other party or person without your consent or any prior notice, subject to applicable law. This Agreement will be governed by and interpreted in accordance with federal law and, to the extent federal law does not apply, by the laws of the State of Ohio. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Ohio, with respect to all controversies arising out of or in connection with the use of the Card and this Agreement that are not subject to arbitration or to any proceeding to enforce the Arbitration Clause or to confirm or vacate an arbitration award.
- 33. Amendment.** We may amend these Terms and Conditions by delivering an electronic notice of the amendment to you at the last email address you provided us as reflected in our last Account record or to your last e-mail address as shown on the records of Sightline. You will be given at least twenty-one (21) days' notice prior to the effective date of any amendment that results in an increased fee or charge, an increase in your liability, a reduction in services offered by Sightline, or stricter limitations on transaction or withdrawal rights. If you have elected paper delivery, said notice will be provided in written form. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by

returning the Card to us or contacting Customer Service. Upon cancellation of your Card, we will continue to honor transactions you have made up until your Card cancellation is processed in accordance with this Agreement, which may take up to forty-five (45) days following the cancellation of your Card, during which regular fees will apply. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

34. **Provisions Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the extent necessary to make it valid and enforceable and with the rest and remainder of this Agreement being unaffected.
35. **No Warranty of Uninterrupted Use.** From time to time the Card services may be inoperative, and when this happens, you may be unable to use your Card or obtain information from your Card, including the available balance of funds associated with your Card. Please notify us at the Customer Service number stated below if you have any problems using your Card. You agree that neither the Bank, the Card Network, Sightline nor any of their respective affiliates, employees, or agents are responsible for any interruption of service.
36. **Website Availability.** Although considerable effort is expended to make our website and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

You agree to act responsibly with regard to our website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the website's systems and integrity.

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

37. **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.
38. **Telephone Monitoring/Recording.** You agree that from time to time, without further notice to you, we may monitor and/or record telephone calls and electronic communications between you and us to assure the quality of our customer service or as required by applicable law.
39. **Section Headings.** Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement.
40. **Entire Understanding.** This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter.
41. **Arbitration Clause.** You or we may elect to resolve any claim by an individual arbitrator. Claims are decided by a neutral arbitrator. If arbitration is chosen by any party, you and we hereby waive the right to litigate the claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration.



Any claim, dispute, or controversy ("Claim") between you and us arising out of or relating in any way to this Agreement, your Card, your purchase of the Card, your usage of the Card, or 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 in your state of residence at a location that is reasonably convenient for both parties.

We will pay all fees associated with administration of arbitration, including fees to commence the arbitration. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

**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 SHALL BE ALLOWABLE IN ARBITRATION.**

This Arbitration Clause shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity. If any portion of this Arbitration Clause is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

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.

Solely for purposes of this Arbitration Clause, "We" or "Us" shall mean the Issuer, and its respective successors, affiliates or assignees as well as any third party using or providing any product, service or benefit in connection with the Card.

You may reject this Arbitration provision by sending a written rejection notice to us at: Attn: Compliance Dept., P.O. Box 98153, Las Vegas, NV 89193. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open program accounts you have will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this section or the Agreement.

This Cardholder Agreement is effective as of the Revision Date set forth above.