

CARDHOLDER AGREEMENT
Terms & Conditions

NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS YOU OPT-OUT AS DETAILED IN THE ARBITRATION SECTION BELOW.

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which Central Bank of Kansas City ("CBKC" or "Issuer") has issued the Ticket Restaurant Prepaid Mastercard® to you to access funds made available to you by your Program Sponsor to make qualifying meal purchases at local restaurants, cafes, bakeries, supermarkets and grocery stores, caterers, convenience stores, other specialty markets, and vending machines pursuant to your Benefits Plan. Please read this Agreement carefully and keep it for future reference. By activating the Card or by loading, using, or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or 19 if you reside in a state where the age of majority is 19); (ii) you are a U.S. citizen or legal alien residing in one of the 50 states or the District of Columbia; and (iii) you received a copy of this Agreement and agree to be bound by and to comply with its terms, including the Arbitration Provision and Transaction Limits set forth below.

Definitions.

"ATM" means Automated Teller Machine.

"Authorization Limits" means the limitations established by your Program Manager or Program Sponsor from time to time limiting the dollar amount of any single Card transaction and the dollar amount of all outstanding Card transactions. The Authorization Limits are set forth in the section titled "Limitations on Frequency and Dollar Amounts of Transactions" below.

"Available Balance" means, at any given time, the funds that are immediately available to you in your Benefits Plan Account and accessible through use of your Card.

"Benefits Plan" means your employee benefits program that you have through your Program Sponsor that includes your eligibility to participate in this Card program.

"Benefits Plan Account" means one or more subaccounts related to benefits available under a Benefits Plan maintained for administrative purposes which are used to match your transactions on your Card to the appropriate available benefits under your Benefits Plan.

"Business Day" means Monday through Friday, excluding federal holidays, even if we are open for business. Any references to "days" found in this Agreement are calendar days unless otherwise indicated.

"Card" means the prepaid card issued to you by Issuer pursuant to this Agreement.

"Card Network" means Mastercard.

"Card Number" is the 16-digit number embossed or printed on your Card.

"Eligible Expenses" qualifying meal purchases at local restaurants, cafes, bakeries, supermarkets and grocery stores, caterers, convenience stores, other specialty markets, and vending machines.

"Issuer" means Central Bank of Kansas City. Issuer is a bank chartered under the laws of the State of Missouri and a Member of the Federal Deposit Insurance Corporation ("FDIC").

"PIN" means Personal Identification Number.

"Program Manager" means Edenred Commuter Benefit Solutions, the entity that manages the Ticket Restaurant Benefits Card program on behalf of the Program Sponsor.

"Program Sponsor" means your employer that sponsors the Benefits Plan.

"We", "us", and "our" mean the Issuer, our successors, affiliates or assignees.

"Website" means the internet page listed below where certain information regarding your Card is maintained.

"You", "Your", and "Cardholder" mean the person who has received a Card and is authorized by the Issuer to use the Card as provided for in this Agreement.

Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

How to Contact Us. For Customer Service or additional information regarding your Card, including the terms and conditions that apply to the Card, as well as your transaction history, please contact us:

By phone at: 1-888-417-4261 (Toll Free within the USA)

By mailing us at: Edenred Commuter Benefit Solutions Corporate Headquarters, 265 Winter St, Third Floor, Waltham MA 02451

By emailing us at: customerservice@ticketrestaurant.us

By visiting our Website: <https://login.ticketrestaurant.us>

There is no cost for contacting Customer Service. When you call Customer Service, you may be asked to provide certain personal information so we can verify your identity.

For your security, please DO NOT send any of the following information to us via email: (i) your full Card Number or full Account Number, (ii) your personal identifiable information, such as full social security number or birth date, (iii) your logon information for internet account access, or (iv) images of identification documents such as your state issued ID or social security card.

If you have questions concerning the Benefits Plan, the amount of your Available Balance, or any other question relating to the Benefits Plan, you should contact your Program Manager or your Program Sponsor. We cannot provide information to you concerning amounts available to you under your Benefits Plan.

About the Card. The Card is a prepaid card. The Card is not a credit card. The Card is not a gift card, nor is it intended to be used for gifting purposes. If your Benefits Plan allows you to request calls for the Program Sponsor to load your post-tax payroll dollars by a payroll deduction into the Benefits Plan, your post-tax dollars are insured by the FDIC through us to the maximum coverage limit provided by the FDIC. The Card is and will at all times remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, may not be resold, and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. You agree to sign the back of the Card immediately upon receipt. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law. All dollar amounts stated herein are in U.S. Dollars ("USD") unless expressly stated otherwise. This Card is only offered, and may be used in, the United States and the District of Columbia.

You acknowledge and agree that your Available Balance is limited to the funds that have been made available to you on your behalf by the Program Sponsor. You further acknowledge and agree that such funds may only be used to pay for your personal Eligible Expenses per your Benefits Plan.

Fees. All fee amounts will be withdrawn from your Card Account, except where prohibited by law.

The fees that apply to your Card Account are listed on the accompanying Fee Schedule and are also available on our Website and Mobile App (see section above entitled "How to Contact Us").

Activating Your Card. You must activate your Card before it can be used. You may activate your Card by logging into your online account (see section above entitled "How to Contact Us"). Your Card may not be immediately available for use after activation if funds have not been made available in your Available Balance by the Program Sponsor.

Authorized Users. You may not request an additional Card for another person. You are responsible for all authorized transactions initiated and fees incurred by use of your Card. You should not allow others to have access to and use your Card. If you do permit another person to have access to and use your Card, Card Number, or PIN, we will treat such permission as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are responsible for the authorized use of your Card and the security of your PIN according to the terms and conditions of this Agreement.

Using Your Card.

Card Access. Subject to the fees and limitations set forth in this Agreement, you may use your Card or Card Number as applicable, to purchase goods or services wherever your Card is accepted, as long as you do not exceed your Available Balance. Your Card may only be used to purchase products or services allowed under Benefits Plan where Debit Mastercard®, Maestro®, or NYCE® cards are accepted.

You may not use your Card for any online gambling, escort services, or any illegal transaction. You may not use your Card Number in connection with the creation and/or negotiation of any financial instruments, such as checks, which we have not authorized. Your Card cannot be used to obtain or redeemed for cash.

Authorizations. An authorization is required for most Card transactions. A requested Card transaction may be denied authorization by the Program Manager or us if: (a) the type of merchant requesting the authorization is not a merchant type that is allowed to accept the Card under the Eligible Expenses of the Benefits Plan; (b) the amount of the proposed transaction exceeds your Available Balance; (c) the amount of the proposed transaction, together with your Outstanding Transactions, would cause any of the Authorization Limits to be exceeded (even if some or all of the Outstanding Transactions never ultimately settle); (d) your Program Manager or Program Sponsor believes that it is not for a Benefits Plan; or (e) your Card has been suspended or terminated for any reason. Authorizations for amounts available under a Benefits Plan are generally based upon the Available Balances in the applicable Benefits Plan Account reported to the Program Manager from time to time by the Program Sponsor or a third party that the Program Sponsor or Program Manager has retained to maintain benefit records, which may not always be current. You hereby release us, your Program Manager and your Program Sponsor from any claims of damages or losses that you may have or that may be incurred by your beneficiaries as a result of any authorization being withheld, even if the actual balance at such time was sufficient to support the authorization.

Limitations on Frequency and Dollar Amounts of Transactions. You may use your Card to pay for Eligible Expenses pursuant to the Benefits Plan in the United States and District of Columbia wherever Debit Mastercard®, Maestro®, and NYCE® cards are accepted. The value of the purchases you make may not exceed your Available Balance. We impose certain limitations on the number or dollar amount of transactions you can make with your Card. For information about the initial Authorization Limits that apply, see the tables below. For security reasons, we may further limit the number or dollar amount of transactions you can make with your Card. We may also limit transactions made with certain types of merchants, including but not limited to merchants engaged in illegal activities, online or off-shore gaming, or dating/escort services. We may increase or decrease these limits from time to time in our sole discretion and without prior notice to you, to the extent permitted by applicable law. We will provide advance notice of such changes when required by Law.

Transaction Type	Maximum Dollar Limit Per Transaction	Daily Use Limit
Purchases (Signature & PIN)	\$1,000	12 times

Card Limits	
Maximum cumulative amount of all loads in any 24-hour period	May not exceed \$1,000
Maximum cumulative amount of all purchase (Signature & PIN) in any 24-hour period	May not exceed \$1,000
Maximum balance of Available Balance at any time ("Maximum Balance")	May not exceed \$2,000

Adding Funds ("Loading") to Your Available Balance. Adding funds is referred to as "Loading". The Program Sponsor maintains your Available Balance. Only the Program Sponsor may load funds to your Available Balance through the Benefits Plan. You may not add additional funds to your Available Balance by any means, including without limitation, using cash, check, a personal credit or debit card, or from another bank account. The minimum amount of each one-time load per Card is one dollar (\$1.00) and the maximum amount is one thousand dollars (\$1,000.00).

PIN A PIN is a four-digit code that may be used to make purchase transactions instead of signing for your transaction. You will receive a PIN when activating your card by logging into your online account (see section above entitled "How to Contact Us"). To prevent unauthorized access to the Card balance, you agree to keep your PIN confidential. We recommend that you memorize your PIN and do not write it down. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately by following the procedures described below in the section entitled "Your Responsibility and Liability for Unauthorized Transfers".

PIN and Non-PIN Transactions. Merchants may limit the available options for the type of transaction you wish to conduct or may let you choose between a PIN ("Debit") transaction or a signature ("Credit") transaction at the point of sale. To initiate a signature transaction at the point of sale, select "Credit" and sign the receipt (if required by the merchant). To initiate a PIN transaction at the point of sale, select "Debit" and enter your PIN at the point of sale terminal. For mail order, telephone, Internet or other card-not-present purchases, merchants may choose to route a transaction as a PIN transaction without asking you to enter your PIN, which may subject you to PIN purchase fees. A merchant may also be permitted to route a transaction through as a PIN Debit without requiring you to enter your PIN even when your Card is present. In each of these circumstances, we recommend that you ask the merchant whether your transaction will be routed as a PIN or signature transaction, as we are not able to control how the merchant routes your transaction.

Transactions Made Outside of the United States Are Prohibited. Your Card may not be used outside of the United States and District of Columbia, including for Internet, mail, or telephone order merchants located outside of the United States and District of Columbia or for transactions made in foreign currencies.

Other Important Information About Using Your Card.

Your Obligation for Negative Balances. Each time you use your Card, you authorize us to reduce your Available Balance by the amount of the transaction and any applicable fees. You cannot use the Card to complete a transaction if the amount of the transaction exceeds your Account Balance. Nevertheless, if any transactions cause your Available Balance to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable for the amount of any negative Balance and any corresponding transaction fees and agree to reimburse your Benefits Plan, your Program Sponsor, your Program Manager, or us promptly.

Understanding Your Available Balance. If a merchant preauthorizes a transaction on your Card and then you do not make the purchase or payment of the item as planned, the preauthorization may result in a hold on your Available Balance for the preauthorized amount for up to thirty (30) days or more. This timeline is determined by the card network and/or the merchant. When you use your Card to pay for goods or services, such as at a restaurant, a hotel or rental car purchases, certain merchants may preauthorize the transaction for the purchase amount plus an additional amount (to ensure there are sufficient funds available to cover tips or incidental expenses incurred). Any preauthorized amount will place a hold on your Card's funds for the amount indicated by the merchant until the merchant sends us the final amount of your purchase. You will not be able to use the money on your Card that is on hold until the transaction settles or the hold time expires. We will only charge your Card for the amount of the final transaction and will release any remaining amount when the transaction finally settles. If there are any funds on hold for any transaction, we cannot reverse the hold and give you back your money until the transaction settles.

Some merchants do not allow split transactions where you use your Card as partial payment for goods and services and pay the remainder of the transaction balance with another form of legal tender. If a split transaction is permitted, you must tell the merchant to charge only the exact amount of funds available on your Card to your Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card may be declined.

Recurring Transactions. You may use your Card to make recurring transactions provided such transactions are permitted by the Benefits Plan.

Fraudulent Card Activity. We may block or cancel your Card if, as a result of our policies and procedures, if we reasonably believe your Card or Card Number is being used for fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement. We will incur no liability because of the unavailability of the funds that may be associated with your Card.

NOTE: If we contact you because we suspect your Card or Card Number may have been compromised, your Card will likely be unable to be used to complete a purchase. We will attempt to contact you. If for whatever reason, we are unable to reach you, we will try to leave you a message. If we do so or if you are unable to use the Card, please make every effort to return our call as soon as possible in order to reinstate transaction capabilities or to order you a new Card. These actions are taken to preserve your rights under the section entitled "Your Responsibility and Liability for Unauthorized Transfers", and serves to potentially help to protect you from fraud.

No Warranty. We are not responsible for the delivery, quality, safety, legality, or any other aspect of the goods and services purchased from merchants with the Card. All disputes concerning those matters should be addressed to the merchants from whom the goods and services were purchased. Merchants have no authority to make representations or warranties on our behalf, to bind us or to enter into any agreement on our behalf. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

Returns and Refunds on Transactions. If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. There may be a delay of up to five (5) days or more from the date the refund transaction occurs until the date the refund amount is credited to your Card.

Card Replacement. If you need to replace your Card for any reason, please contact us by telephone or online (see section above entitled "How to Contact Us").

Card Expiration. Subject to applicable law, you may use your Card only through the Card expiration date. The expiration date is identified on your Card. If you have an Available Balance upon expiration of the Card and your Card is in good standing, you will be eligible for a reissue.

Obtaining Available Balance and Historical Transaction Information. You are responsible for keeping track of and reconciling your Available Balance. Merchants generally will not be able to tell you your Available Balance. It is important you know your Available Balance before initiating any transaction. To obtain your Available Balance, please contact your Program Sponsor. A history of at least twelve (12) months of Card transactions is also available at no cost by logging into your Card account on our Website. You also have a right to obtain twenty-four (24) months of written history of Card transactions by contacting us by telephone or mail. You will not automatically receive paper statements.

Important Information Regarding Your Rights and Responsibilities.

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

- i. Where it is necessary for completing transactions;
- ii. In order to verify the existence and condition of your Card for a third party, such as a merchant;
- iii. In order to comply with government agency, subpoena or court order, or other legal reporting requirements;
- iv. If you consent by giving us your written permission;
- v. To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- vi. Otherwise as necessary to fulfill our obligations under this Agreement.

Our Liability for Failure to Complete Transactions. If we do not properly complete a transaction with respect to your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages; however, there are some exceptions. We will not be liable, for instance:

- i. If through no fault of ours, you do not have enough funds available in your Available Balance to complete the transaction;
- ii. If a merchant refuses to accept your Card;
- iii. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- iv. If access to your Card has been blocked after you reported your Card lost or stolen;
- v. If access to your Card has been blocked by us for suspected fraud;
- vi. If there is a hold on the Available Balance or the Available Balance is subject to legal process or other encumbrance restricting their use;
- vii. If we have reason to believe the requested transaction is unauthorized;
- viii. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- ix. Any other exception stated in our Agreement with you that excludes us from such liability.

IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE FURTHER LIMITED BY THE AVAILABLE BALANCE. IN NO EVENT WILL 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. UNLESS OTHERWISE REQUIRED BY LAW OR THIS AGREEMENT, WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND 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 SERVICES, OR ANY PAYMENT SYSTEM. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW.

Your Responsibility and Liability for Unauthorized Transfers. You do not have the right to stop a payment or purchase transaction originated by the use of your Card, which you authorized. You agree to exercise reasonable control over your PIN; user ID; and password and any other access code related to your Card (each, an "Access Code") and your Card. Tell us AT ONCE if you believe your Card has been lost or your Card or Access Code(s) have been stolen, or if you believe that an electronic funds transfer has been made without your permission. Contacting us by telephone as soon as possible is the best way to minimize your possible losses (see the section above entitled "How to Contact Us"). You could lose all the money in your Available Balance.

If you notify us within two (2) Business Days after you learn of the loss or theft of your Card, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) Business Days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your electronic history shows transactions that you did not make, including those made by Card or other means, notify us at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors". If you do not notify us within sixty (60) days from the earlier of the date you electronically access your Card or the date we sent the FIRST written history on which the unauthorized transfer appeared, then you may not get back any money you lost after the sixty (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 will extend the time periods.

In the event you lose your Card or if it's stolen, we will block the Card as soon as we have been notified by you. Please report this immediately by calling our Customer Service number (see the section above entitled "How to Contact Us"). The Card will be re-issued and mailed to you, however the expiration date may be the same as the original issued expiration date. If the Card is lost or stolen while traveling overseas, we will re-issue the Card, however the Card will be mailed to your home address we have on record. Cards will only be delivered outside of the USA at our discretion.

You agree to cooperate completely with us in attempts to recover funds from unauthorized users and to assist in their prosecution. If you share your Card or Access Code(s) with another person, use of your Card or Card Number by that person may be considered as authorized. If you authorize another person to use your Card, Card Number, or Access Code(s), you agree that you will be liable for all transactions arising from use of the Card, Card Number, or Access Code(s) by such person except as otherwise set forth in this Agreement. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law.

Mastercard Zero Liability Policy - Guidelines and Limitations. In addition to your limitations of liability under the Your Responsibility and Liability for Unauthorized Transfers section above, your liability for the unauthorized use of your Card or Card Number may also be limited by the Card Network. Subject to the limitations and exclusions stated below, under the Card Network's rules, you will have no liability for a transaction that was not authorized by you if you exercised reasonable care in safeguarding the Card and Card Number from risk of loss or theft, and, upon becoming aware of such loss or theft, promptly reported such loss or theft to us by calling our Customer Service number (see the section above entitled "How to Contact Us"). The Card Network's Zero Liability Policy is subject to change without notice and changes made by the Card Network will automatically apply to your Card.

Information about Your Rights to Dispute Errors. In case of errors or questions about your Card, call our Customer Service number or write to our Customer Service address (see the section above entitled "How to Contact Us"). We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling our Customer Service number or writing to our Customer Service address (see the section above entitled "How to Contact Us"). You will need to tell us:

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

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) Business Days. You agree to cooperate fully with our investigation and to provide any additional information or documentation we may need to evaluate your error dispute. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error within one (1) Business Day. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question.

If we need more time to investigate your complaint or question, we will credit your Card 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 to complete the investigation. This type of credit is referred to as a "provisional" or "temporary" credit. If we ask you to put your transaction dispute in writing and you do not provide it within ten (10) Business Days, we may not provide a provisional credit to your Card.

For errors involving new Cards, point-of-sale transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Cards, we may take up to twenty (20) Business Days to credit your Card for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us (see the section above entitled "How to Contact Us"). If you need more information about our error-resolution procedures, call our Customer Service number or write to our Customer Service address (see the section above entitled "How to Contact Us").

Recording and Monitoring. We may monitor and/or record telephone calls, in accordance with applicable law, between you and us or our vendors and third party service providers to assure the quality of our customer service.

Address or Name Changes. You are responsible for notifying us of any change in your physical address, mailing address, email address, telephone number, or your name no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us by calling our Customer Service number or by writing to our Customer Service address (see the section above entitled "How to Contact Us"). We may require verification from you of any address change. Typically, this will be in the form of independent documents confirming your name and new address. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree and understand 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.

Assignment. Your Card and your obligations under this Agreement may not be assigned by you. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other network or association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of Missouri except to the extent governed by federal law.

Amendment, Cancellation and Expiration. We may (a) amend or change the terms and conditions of this Agreement, or (b) cancel or suspend your Card or this Agreement, at any time without prior notice to you except as required by applicable law. Any amendments to this Agreement shall be effective immediately upon the posting of the amended Agreement to our website (see the section above entitled "How to Contact Us").

You may close your Card and terminate this Agreement at any time by contacting us by mail or telephone (see the section above entitled "How to Contact Us"). Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. For security or other reasons, we may consider your Card and Card Account inactive or dormant after a certain period of time as determined by us, (such period normally being not less than one hundred and eighty (180) days), during which time you have not used your Card for any transactions or during which time you have maintained a zero or negative Balance on your Card Account. If your Card and Card Account are inactive, we may close or cancel the Card and Card Account at our discretion. Inactivity fees may apply. See attached Fee Schedule for more information regarding fees. The Card and the funds loaded on your Card Account may also be deemed abandoned if you do not use your Card for a period of time specified by applicable law. If this occurs, we may try to locate you at the address last shown in our records. If we are unable to locate you, we may be required to escheat any money on your Card to the applicable state as unclaimed property.

Arbitration

ACTIVATION OR USE OF YOUR CARD NUMBER OR CARD CONSTITUTES ACCEPTANCE OF THIS ARBITRATION INCLUDING WAIVER OF YOUR RIGHTS TO CLASS ACTION.

Purpose. This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

Opt-Out Process. You may choose to opt out of the Arbitration Provision, but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the acceptance of your Card at the following address: P.O. Box 124, Dell Rapids, South Dakota, 57022.

Your written notice must include your name, address, Card Number or social security number and a statement that you wish to opt out of this Arbitration Provision.

Definitions. As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, without limitation, any claim, dispute or controversy that arises from or relates to: (i) your Card; (ii) the amount of available funds in your Account; (iii) advertisements, promotions or oral or written statements related to your Card, goods or services purchased with your Card; (iv) the benefits and services related to your Card; and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court. As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Issuer, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with your Card (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use the Card, including but not limited to all persons or entities contractually obligated under this Agreement.

Significance of Arbitration. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE JAMS, OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Restrictions on Arbitration. If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

Initiation of Arbitration Proceeding/Selection of Administrator. Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS"), or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select either of the other organizations listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

Arbitration Procedures. This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

Location of Arbitration/Payment of Fees. Any arbitration hearing that you attend shall take place in the federal judicial district of your primary residence. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

Continuation. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision shall survive termination of your Card as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or

provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

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.

Entire Agreement. 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. If any of the terms of this Agreement are invalid, or declared invalid by order of court, change in applicable law, or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

This Card is issued by Central Bank of Kansas City, Member FDIC, pursuant to license by Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

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List of all fees for Ticket Restaurant Prepaid Mastercard® - Fee Schedule

All Fees	Amount	Details
Get Started		
Card purchase	\$0.00	No fee is paid upon purchase.
Activation	\$0.00	No fee is paid upon activation.
Monthly Usage		
Monthly fee	\$0.00	No monthly fee is assessed.
Replacement Fee		
Per card replaced	\$4.95	This fee is paid upon the request for a replacement card to be issued. Fee as it appears on statement: SVC CHG REPL
Add Money		
Cash reload	N/A	Reloading the card with cash is not an option available for the Card.
Spend Money		
Signature purchase	\$0.10	Charged each time you make a successful point-of-sale purchase within the United States or U.S. Territories by selecting "credit". This may or may not involve you signing a receipt for the purchase. Employers may choose to waive this fee, consult your Benefits Plan. Fee as it appears on statement: TRAN FEE
PIN purchase	\$0.10	Charged each time you make a successful point-of-sale purchase within the United States or U.S. Territories by selecting "debit" and entering your Personal Identification Number ("PIN"). Employers may choose to waive this fee, consult your Benefits Plan. Fee as it appears on statement: TRAN FEE
Get Cash		
ATM withdrawal (in-network & out of network)	N/A	ATM withdrawals are not allowed with this Card.
Information		
Customer service (automated or live agent)	\$0.00	No fee for calling our customer service line, including for balance inquiries.
ATM balance inquiry (in-network & out-of-network)	N/A	ATM balance inquiries are not available with this card. Track your Card balance via online at no charge or call customer service.
Information		
Inactivity	\$3.00	If you do not use your Card to initiate a purchase for more than six (6) months, the fee will be assessed monthly thereafter until you conduct a transactions or your balance is depleted to zero. Continue to use your Card at least once every six (6) months or close your Card. Fee as it appears on statement: SVC CHG-Inactivity