

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. From time to time, in accordance with applicable law, we may monitor and/or record telephone calls 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 address, e-mail 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.

Short Message Service Text Message ("SMS"), Mobile Application push notifications, E-mail, Mail, Telephone Calls, and Prerecorded Telephone Calls (each individually, a "Notification" and collectively, "Notifications"). We would like to send you Notifications about your Card Account. You must opt-in for such Notifications, except SMS, at the time you apply for your Card. You may subsequently at any time opt-out or opt-in for one or more Notifications by contacting us (see the section above entitled *"How to Contact Us"*). In order to receive SMS, you must opt-in to this service, have text messaging enabled on your cellular telephone, and subscribe to a participating cellular telephone carrier. There will not be a fee for this service. Standard cellular telephone carrier messaging and data fees may apply. Check with your cellular telephone carrier for more details.

If you choose to opt-in or opt-out of receiving one or more Notifications, you may receive a confirmation notice confirming your decision. You agree that we may send you such confirmations. You also acknowledge that for account security purposes we may send you emails or call you regarding your Card Account, even if you have put your number on a Do Not Call list or have opted out of receiving general commercial email from us. You agree that we shall not be liable for incomplete, lost, late, damaged, illegible, or misdirected Notifications or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections, failed, incomplete, garbled, or delayed transmissions, or damage to any phone or computer system resulting from your participation in or accessing or downloading information in connection with such Notifications.

Assignment. Your Card, your Card Account, 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 Account or this Agreement, at any time without prior notice to you except as required by applicable law. You may close your Card Account and terminate this Agreement at any time by contacting us (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 days (180)), 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. 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. In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused Balance to be returned to you via a check to your address we have in our records. There may be a fee for this service. See attached Schedule A for more information regarding fees. If we identified any fraudulent, illegal or any other use of your Card that is not permitted by this Agreement, to the extent permitted by law, we may, at our option and without waiving any of our rights, offset any direct loss up to the amount suffered by us as a result of such use from any Balance on your Card Account or any other Card Account that you may have, or may open in the future.

Arbitration

ACTIVATION OR USE OF YOUR CARD ACCOUNT 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 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 of Mastercard International Incorporated.

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