IMPORTANT NOTICES:
1. ABOUT YOUR VIRTUAL ACCOUNT
Your Virtual Account is loaded with a specific value and redeemable online, by mail, or telephone where Visa debit, Interlink, and PULSE® cards are accepted. You do not have the ability to add funds to the Virtual Account. You should treat your Virtual Account with the same care as you would treat cash. Your Virtual Account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Virtual Account is not a credit card. You will not receive any interest on the funds in your Virtual Account.

2. USING YOUR VIRTUAL ACCOUNT
a. Accessing Funds and Limitations
The Virtual Account will be active when you receive it. You may begin using the Virtual Account immediately upon receipt. The funds accessible to you are provided by the Corporate Sponsor of the product, not by the issuer of the Virtual Account. That Corporate Sponsor is fully responsible for ensuring funds are available to be loaded to your Virtual Account. You may use your Virtual Account to purchase goods or services online, by mail, or telephone wherever Visa debit, Interlink, and PULSE® cards are accepted. Each time you use your Virtual Account, you authorize us to reduce the value available on your Virtual Account by the amount of the transaction. Your Virtual Account cannot be redeemed for cash or be used to obtain cash in any transaction. Each time you use your Virtual Account, you represent and warrant to us that you are either the Accountholder or an authorized user of the Virtual Account. If you permit someone else to use your Virtual Account, whom you have not authorized to use it, you are responsible for all transactions made subject to such use. In no event may the Virtual Account be used to redeem cash or conduct illegal transactions. For security reasons, we may limit the amount or number of transactions you can make on the Virtual Account. We may refuse to process any transaction that we believe may violate the terms of this Agreement. You may not use your Virtual Account at merchants outside the United States (including internet, mail or telephone order merchants based outside the United States).

b. Personal Identification Number ("PIN")
When you first use the Virtual Account, any four (4) digit code will work as the initial Personalized Identification Number ("PIN") for the first PIN-based transaction. After the first PIN-based transaction, you must use the same PIN for each subsequent PIN-based transaction, unless and until you choose to reset the PIN as described below in the section labeled, "Resetting The PIN." Choose a PIN that you can remember easily – but avoid using obvious numbers like "1234" or "5555." You should not write or keep your PIN with your Virtual Account. Never share your PIN with anyone.

c. Resetting the PIN
If you need to reset the Virtual Account PIN, please visit VanillaEReward.com or call 1-844-244-9758. By visiting this website or calling Customer Service, you may deactivate the Virtual Account PIN. You will be required to provide information about the Virtual Account, (the account number, expiration date, and security code) to reset the PIN. You may then select a new four (4) digit PIN during the next PIN-based transaction.

d. Obtaining Virtual Account Balance Information
You should keep track of the amount of value loaded on Virtual Accounts issued to you. You may obtain information about the amount of money you have remaining in your Virtual Account at no charge by contacting Customer Service. You may also view your history of account transactions, is also available online by visiting our Website. You also have the right to obtain a sixty (60) day written history of account transactions by contacting Customer Service.

e. Authorization Holds
You do not have the right to stop payment on any purchase transaction originated by use of your Virtual Account. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Virtual Account may be “preauthorized” for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make such purchase of the item as planned, the approval may result in a hold for that amount of funds.

f. Refunds and Returns
If you are entitled to a refund for any reason for goods or services obtained with your Virtual Account, the return and refund will be handled by the merchant. If the merchant credits your Virtual Account, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

g. Receipts
You may wish to retain receipts as a record of transactions. Receipts will be required if you need to verify a transaction.

h. Split Transactions and other uses
If you do not have enough funds available in your Virtual Account, you can instruct the merchant to charge a portion of the purchase to the Virtual Account and pay the remaining amount with another form of payment. This is known as a “split” transaction. Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON YOUR VIRTUAL ACCOUNT. If you attempt to use the Virtual Account when there are insufficient funds available, it will be declined. Nevertheless, if a transaction exceeds the balance of the funds available in your Virtual Account, you shall remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. We also reserve the right to cancel this Virtual Account and close your Virtual Account should you create one or more negative balances with your Virtual Account.

3. LOST OR STolen VIRTUAL ACCOUNT
If your Virtual Account has been lost or stolen or an unauthorized transaction has been made using the information from your Virtual Account without your permission, contact Customer Service. We may ask for the Virtual Account number and other identifying details. We cannot assist you if you do not have the Virtual Account number. We reserve the right to investigate any claim you may make with respect to a lost or stolen Virtual Account or unauthorized transaction, and you agree to cooperate with such investigation. We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction. A reissued Virtual Account may take up to 30 days to process.

4. BUSINESS DAYS
For purposes of these disclosures, our business days are 24/7/365.

5. UNAUTHORIZED TRANSACTIONS
a. Contact Customer Service Immediately
If you believe your Virtual Account has been lost or stolen or an unauthorized transaction has been using the information from your Virtual Account without your permission, contact Customer Service IMMEDIATELY. We may ask for the Virtual Account number and other identifying details. We cannot assist you if you do not have the Virtual Account number. We reserve the right to investigate any claim you may make with respect to a lost or stolen Virtual Account or unauthorized transaction, and you agree to cooperate with such investigation. We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction. A reissued Virtual Account may take up to 30 days to process.

6. NO WARRANTIES AND LIMITATION OF LIABILITY
We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased using the Virtual Account. Further, we will not be liable:

1. If, through no fault of ours, you do not have enough funds available in your Virtual Account to complete the transaction; or
2. If a merchant refuses to accept your Virtual Account; or
3. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; or
4. If access to your Virtual Account has been blocked after you reported your Virtual Account lost or stolen; or
5. If there is a hold or your funds are subject to legal process or other encumbrance restricting their use; or
6. If we have reason to believe the requested transaction is unauthorized; or
7. If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
8. For any other exception stated in our Agreement with you.

7. OTHER TERMS
The Virtual Account and your obligations under this Agreement may not be assigned. We may transfer your rights under this Agreement. Use of your Virtual Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not requiring you to make a deposit, or waiving our right to charge you for initiating the charge as set forth in this Agreement without notice). If any provision of this Agreement shall be determined to be invalid or unenforceable under any law, rule or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the state of South Dakota except to the extent governed by federal law. Should your Virtual Account have a remaining balance after a certain period of time, we may be required to remit the remaining funds to the appropriate state agency.

8. AMENDMENT AND CANCELLATION
We may amend or change the terms of this Agreement at any time, subject to applicable law. You will be notified of any change in the manner required by applicable law prior. However, if the change is made for security purposes, we can implement such change without prior notice. You may close your
**DISPUTE CLAUSE**

We have put this Dispute Clause in question and answer form to make it easier to follow. However, this Dispute Clause is part of this Agreement and is legally binding.

### Background and Scope.

<table>
<thead>
<tr>
<th>Question</th>
<th>Short Answer</th>
<th>Further Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is arbitration?</td>
<td>An alternative to court</td>
<td>In arbitration, a third party arbitrator (“Arbitrator”) solves Disputes in an informal hearing.</td>
</tr>
<tr>
<td>Is it different from court and jury trials?</td>
<td>Yes</td>
<td>The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.</td>
</tr>
<tr>
<td>Can you opt-out of this Dispute Clause?</td>
<td>Yes, within 60 days</td>
<td>If you do not want this Dispute Clause to apply, you must send us a signed notice within 60 calendar days after you purchase the Virtual Account. You must send the notice in writing (and not electronically) to our Notice Address, Attn: General Counsel. Provide your name, address and Virtual Account number. State that you “opt out” of the dispute clause.</td>
</tr>
<tr>
<td>What is this Dispute Clause about?</td>
<td>The parties’ agreement to arbitrate Disputes</td>
<td>Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any “Dispute” as defined below.</td>
</tr>
<tr>
<td>Who does the Dispute Clause cover?</td>
<td>You, us and certain “Related Parties”</td>
<td>This Dispute Clause governs you and us. It also covers certain “Related Parties”: (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.</td>
</tr>
<tr>
<td>What disputes does the Dispute Clause cover?</td>
<td>All Disputes (except certain Disputes about this Dispute Clause)</td>
<td>This Dispute Clause governs all “Disputes” that would usually be decided in court and are between us (or any Related Party) and you. In this Dispute Clause, the word “Disputes” has the broadest reasonable meaning. It includes all claims even indirectly related to your Virtual Account or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Dispute Clause or any part of this Dispute Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.</td>
</tr>
<tr>
<td>Who handles the arbitration?</td>
<td>Usually AAA or JAMS</td>
<td>Arbitrations are conducted under this Dispute Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Dispute Clause do not apply. The arbitration administrator will be either:</td>
</tr>
</tbody>
</table>
| | | - JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com  
| | | - Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permiss a class arbitration under this Dispute Clause. The administrator will be selected under the administrator’s rules. However, the administrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree. |
| Can Disputes be litigated? | Sometimes | Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis. |
| Are you giving up any rights? | Yes | For Disputes subject to this Dispute Clause, you give up your right to:  
| | | 1. Have juries decide Disputes.  
| | | 2. Have courts, other than small-claims courts, decide Disputes.  
| | | 3. Serve as a private attorney general or in a representative capacity.  
| | | 4. Join a Dispute you have with a dispute by other consumers.  
| | | 5. Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate. |

**Can you or another consumer start a class arbitration?** No

**What law applies?** The Federal Arbitration Act ("FAA")

This Agreement and the Virtual Accounts involve interstate commerce. Thus, the FAA governs this Dispute Clause. The arbitrator must apply substantive law consistent with the FAA. The arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.

**Will anything I do make this Dispute Clause ineffective?** No

This Dispute Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.

**Process.**

| What must a party do before starting a lawsuit or arbitration? Send a written Dispute notice and work to resolve the Dispute |
| Does an arbitration start? | Mailing a notice |
| Will any hearing be held nearby? | Yes |
| What about appeals? | Very limited |
| Who bears arbitration fees? | Usually, we do. |
| When will we cover your legal fees and costs? | If you win |
| Will you ever owe us for arbitration or attorneys’ fees? | Only for bad faith |
| Can an award be explained? | Yes |

The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.

Applar rights under the FAA are very limited. The Arbitrator’s award will be final and binding. Any appropriate court may enter judgment upon the arbitrator’s award.

We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.

If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator’s rules if payment is required to enforce this Dispute Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.

The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Dispute Clause invalid.

A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling. Upon such request, the Arbitrator will explain the ruling. Upon such request, the Arbitrator will explain the ruling.