

Monthly Fee	Per Purchase	ATM Withdrawal	Cash Reload
<b>\$0</b>	<b>\$0</b>	<b>\$2.00</b>	<b>N/A</b>
ATM Balance Inquiry			<b>\$0.75</b>
Customer Service (automated or live agent)			<b>\$0</b>
Inactivity (monthly fee after six (6) months of no activity)			<b>\$2.95</b>
<b>We charge 5 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>
<p><b>No overdraft/credit feature.</b> Your funds are eligible for FDIC insurance.</p> <p>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 &amp; Conditions or call <b>877-220-3988</b> or visit <a href="http://playplusgo.com/terms">playplusgo.com/terms</a>.</p>			

BA Play+ is offered by Sutton Bank. 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 may amend, change or delete these fees in the future as set forth in the Amendment Section.

**List of all fees for the BA Play+ Program:**

<i>All Fees</i>	<i>Amount</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 to nearest \$.01**.
Bank Card Load <sup>1</sup>	\$0.00	May also be described "Shared Funds in SVC Load" on account statement. Fee may post either to Prepaid Card Account or be added to Bank Card amount processed. Fee is rounded to nearest \$.01**.
eCheck Load <sup>2</sup>	\$0.00	Charged per load. Fee is rounded to nearest \$.01**.
<i>Spend Money</i>		
Withdrawal to Gaming	\$0.00	May be described as "Debit Funds" on account statement. Fee is rounded to nearest \$.01**.
<i>Get Cash</i>		
ATM Withdrawal <sup>3</sup>	\$2.00	May be described as "Domestic ATM Cash Withdrawal" or "International ATM Withdrawal" on account statement.
ATM Withdrawal Decline <sup>3</sup>	\$0.75	May be described as "Domestic ATM Decline" or "International ATM decline" on account statement.
Account to Bank Transfer <sup>4</sup>	\$2.00	Withdraw funds from Account to registered bank account. Described as "ACH Withdrawal" on account statement.
<i>Information</i>		
Customer Service	\$0.00	Live agent, IVR, and Webchat. Includes IVR balance inquiries.
ATM Balance Inquiry <sup>3</sup>	\$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.)
Paper Statement	\$3.00	Statement by mail – optional (No charge for Electronic Statements.)
<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 to nearest \$.01**.
Inactivity Fee	\$2.95	Charged monthly to available balance after 6 months without Accountholder performing a transaction.
Account Reimbursement Check	\$10.00	Per check, by Accountholder request.

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

No overdraft/credit feature.

Contact Sightline by calling 877-220-3988 or by emailing [support@playplusgo.com](mailto:support@playplusgo.com). **ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH YOUR CARD MUST BE DIRECTED TO US (SIGHTLINE), AND NOT TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE YOU HAVE YOUR ACCOUNT. We are responsible for servicing your card and for resolving any errors in transactions made with your card.**

\*\*Due to rounding, fees based on percentages may result in a calculated amount that may be overstated by up to \$0.01.

For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://www.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://www.cfpb.gov/complaint).

<sup>1</sup> 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.

<sup>2</sup> We are not responsible for overdraft or returned ACH fees charged by your Financial Institution.

<sup>3</sup> 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.

<sup>4</sup> 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 cardholder Account

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

**The BA Play+ Program Agreement**

These Terms and Conditions were set forth by Sightline and Sutton Bank in April 2019.

This card is issued by Sutton Bank MEMBER FDIC pursuant to a license from Discover® Network. Discover and the Discover Acceptance Mark are service marks used by Sutton Bank under license from Discover Financial Services.

This BA Play+ Agreement ("Agreement") contains the terms and conditions governing the BA Play+ Program ("Program"). As used herein, the terms "Sightline", "we," "us," and "our" mean Sightline Payments, LLC and its wholly owned subsidiary Sightline Interactive, LLC. "You" and "your" mean the person who is a U.S. resident and who is issued the BA Play+ Account ("Account"), which may comprise a virtual Account and a card Account.

1. **This is Your Contract with Us.** Read this Agreement and keep it for your records. By using the Account 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.
2. **The Account.** The Account is issued by Sutton Bank ("Bank") and is associated with the Discover Network ("Network"). The card is an access device for a separate deposit account established by you at the Bank. 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, 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. The card remains the property of Sightline and must be returned upon our request.

The Available Funds which are loaded on the Account ("Available Funds") are an obligation of the Bank and are insured by the Federal Deposit Insurance Corporation. The Bank does not pay any interest on the funds loaded on or contained in the Account. The Account has no minimum balance requirements. The amount of funds shown on the Bank's records as being stored on the Account will determine the balance on the Account, unless you can support a different balance to our satisfaction.

There is no credit line associated with your Account. This means that you must have a sufficient balance of funds loaded on the Account at the time of a transaction to pay for the transaction. If a merchant or an ATM operator attempts to process a transaction on the Account or card for an amount that is greater than the current balance loaded on your Account, the transaction may be declined by the Bank due to insufficient funds. In the event the Bank settles or pays a transaction with your Account when there are insufficient funds stored on the Account to pay for the transaction, this will result in a negative balance on your Account and you agree to pay the Bank the amount of the negative balance. We may recover the negative balance amount from your Account upon your loading of sufficient funds to satisfy that negative balance in one or more deposits to the Account.

3. **Description of Program.** 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 a proprietary closed loop network 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. Our 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. We reserve 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.

4. **Identity Verification Process.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires Sightline to obtain, verify, and record information that positively identifies each person who opens an Account. When you open an Account with Sightline, we will ask for proof of or otherwise request your name, address, date of birth, Social Security Number and other information that will allow us to identify you. If we have any questions, we may also require you to provide your current driver's license and other identifying documents such as a passport.

If at any time we have reason to believe your Account or card was obtained fraudulently, has been stolen, has been used by an unauthorized person, or has been used illegally, we reserve the right to obtain and verify additional identity information about you and/or re-verify existing identity information within our records and from third party sources.

5. **Registering for the Program.** In order to participate in the Program, you must be a U.S. citizen or legal permanent resident of the United States of at least 21 years of age; and, you must register for an Account with Sightline through a valid Program distributor. 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. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; and, (b) 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 Sightline.
6. **Consent for Electronic Disclosures.** In order for you to be issued an Account, you consent to receive all required disclosures in electronic format. 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. You may elect to receive monthly paper statements via mail for an additional fee (specified in the Fees section of these Terms and Conditions) by selecting this option on the Website. Access to electronic disclosures will be provided by way of the Internet. Your statement is available for viewing and printing online on the Website after selecting the paperless statement option on the Website. In order to view these disclosures, you will need a computer or other device that can access the Internet. Your hardware device must run on an appropriate operating system. You should determine the safety and security of any access to the Internet before you use any access system. Additionally, compatible Internet browser software may be required to access our disclosures and statements. If you have any questions about access, please contact Sightline.

### **Using Your Account**

7. **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, eCheck, participating reload networks, and wagering account merchant locations for credit to your Account are available immediately.

8. **Use of Your Card and Account.** Your card may be used to access the funds stored in your Account. You may use your card to perform the following types of transactions (subject to the transaction limits specified in the Description of Program section these Terms and Conditions) to: At an ATM displaying the PULSE® or NYCE® 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.

At participating merchant locations displaying the Discover, PULSE, or NYCE 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 up to 20% which is often 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 may take up to seven (7) days (thirty (30) days for hotels and sixty (60) days for car rentals) 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 through this method. 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 or not the gaming you are participating in is legal. All gaming related transactions are conducted through a private closed-loop network and are not transmitted through the Network.

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') you shall remain fully liable to the Bank for the amount of the transaction and any applicable fees or charges. We also reserve the right to cancel your Account should you create one or more negative balances with your Account.

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.

- 9. 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 877-220-3988 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.

- 10. 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 immediately either through email at [support@playplusgo.com](mailto:support@playplusgo.com) or phone: 877-220-3988. We will supply you with a new card. Except as may be required by law, Sightline is not liable for any loss or damage relating to lost or stolen cards or the unauthorized use of a card.
- 11. 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 Account, 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.
- 12. 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. Please email [support@playplusgo.com](mailto:support@playplusgo.com) to determine the availability and criteria of a VIP program.

Daily Limits	Standard	VIP
Account Maximum Balance	\$25,000	\$100,000
Deposits from Wagering Account <sup>1</sup>	\$25,000	\$100,000
ATM Withdrawals <sup>2</sup>	\$500	\$1,000
Point of Sale Purchases/Cash Advance <sup>3</sup>	\$5,000	\$5,000

Funding Limits	Daily Limit	7-Day Limit	30-Day Limit
Accountholder Aggregate Funding Deposits (Credit/Debit card, eCheck, Cash)			
Standard Accounts	\$2,000	\$4,500	\$10,000
VIP Accounts	\$10,000	\$30,000	\$70,000

<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.

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

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.

13. **Inactivity.** You are subject to an inactivity fee after six (6) months of inactivity (“Inactivity Period”) if a positive balance is available on your account (see Fees section). 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.
14. **Third-Party Fees.** When you use an ATM you may be charged a fee (often referred to as an ATM Surcharge Fee) by the ATM operator, any network used, and for transfers to and from gaming locations and online gaming sites. You may also be charged a fee for a balance inquiry even if you do not complete a fund transfer at the ATM. 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.
15. **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.

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 or NYCE 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. 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 89119.

16. **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 [support@playplusgo.com](mailto:support@playplusgo.com). You may request that we reimburse you for the amount of any remaining Available Funds (less Sightline's current fee per the fee schedule) via email at [support@playplusgo.com](mailto:support@playplusgo.com). 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 the Dormancy section. 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 and upon expiration of the Inactivity Period.

## **Liabilities**

### **17. 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 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 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 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 will 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 Sightline, 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 (2) business days upon discovering any unauthorized transactions or a lost/stolen card, your liability could reach as much as \$500.

#### 18. In Case of Errors or Questions About Your Electronic Fund Transfers

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 877-220-3988 or email us at [support@playplusgo.com](mailto:support@playplusgo.com) 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 10 business days.

We will determine whether an error occurred within 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 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 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 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.

19. **Disputes with Merchants.** 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. Neither the Issuer nor Sightline are responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase with a card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

20. **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.

21. **Business Days.** For purposes of these disclosures, our business days are Monday through Friday not including federal holidays.
22. **Disclosure of Information to Third Parties.** Please refer to the Bank Privacy Statement provided on our Website.
23. **Disclaimer of Liability.** In providing the Account and related services to you, Sightline disclaims any duty or responsibility other than those expressly set forth in these Terms and Conditions and our liability is limited by same. We expressly disclaim any particular warranty of fitness or merchantability to the extent allowed by applicable law for commercial products and services.
24. **Our Liability to You.** Our liability to you is expressly conditioned and limited by these Terms and Conditions. If Sightline does not timely complete a transfer to or from your Account according to these Terms and Conditions, 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 Sightline. Sightline 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 we are prohibited by law from completing the transaction.
  - f. If circumstances beyond our control (such as fire or flood) prevent the card transaction.
  - g. If there is a loss or partial loss in any computer systems, systems connectivity, compatibility of systems or other software or hardware malfunction.
  - h. If we believe the transaction is or might be illegal, fraudulent, or unauthorized.

#### **Other Rights and Terms**

25. **Sightline Right of Set-Off.** You agree that Sightline and/or the Bank is authorized, and at any time, 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.
26. **Termination.** The card shall at all times remain the property of Sightline, and you agree upon demand to return your card to Sightline. At any time and without prior notice, Sightline 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 Sightline. Termination, whether by you or by Sightline, shall not affect any and all prior transactions or obligations relating to your Account or governed by these Terms and Conditions and existing at the time of termination.
27. **Assignment.** You may not transfer or assign your card, the Agreement or these Terms and Conditions 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.
28. **Amendment.** We may amend these Terms and Conditions by delivering an electronic notice of the amendment to you in the manner agreed to by you and Sightline, 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.

29. **What Law Applies.** This Agreement is entered into in Nevada. This Agreement and any claim or controversy ("Claim") is governed by the laws of the United States and the State of Nevada, without regard to conflicts of laws principles, whether or not you live in Nevada. Any Claim arising from or relating to the Program or this Agreement, including Claims regarding this Section, will be settled to the greatest extent allowed by Nevada law by the use of binding arbitration administered by the National Arbitration Forum ("NAF") under its Code of Procedure in effect when the Claim is filed, and each such claim will be arbitrated in the most populous city in the state where you reside when the Claim first arises. Each party will bear its own attorneys', experts' and witness fees related to the claim. Neither party will have the right to participate as a member of any class of claimants pertaining to any Claim. Third parties' claims will not be joined in any arbitration between the parties. Information may be obtained and Claims may be filed at a NAF office, which can be found at [www.arbitration-forum.com](http://www.arbitration-forum.com) and by referencing office locations and other details. This Section is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C.1-16 and Chapter 597 of the Nevada Revised Statutes. Except as expressly provided in this Section, the parties waive all rights to a court or jury trial to resolve any and all claims.
30. **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.