

# Mitsubishi Diamond Rewards Visa® Reward Card Cardholder Agreement

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR YOUR RECORDS.

This document constitutes the agreement (“**Agreement**”) outlining the terms and conditions under which this Mitsubishi Diamond Rewards Visa® Reward has been issued to you. This Card is issued by Sunrise Banks N.A., St. Paul, MN 55103, Member FDIC, pursuant to a license from Visa U.S.A. Inc. This Card can be used everywhere Visa debit cards are accepted. Use of this Card constitutes acceptance of the terms and conditions stated in the Cardholder Agreement. Card program marketed and administered by JNR Inc. JNR Inc. is an Independent Sales Organization (ISO) pursuant to an agreement with Sunrise Banks, N.A.

**Definitions:** In this Agreement, the words “**you**” and “**your**” mean the person who received the Card and/or the person who has been authorized to use the Card. “**We**”, “**us**”, “**our**” and “**the Bank**” mean Sunrise Banks N.A., of Saint Paul, Minnesota, the issuer of the Card, our successors, affiliates or assignees. “**Sponsor**” means the company named in the materials provided with the Card. “**Business days**” are Monday through Friday, excluding federal holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open. “**Card**” means the Mitsubishi Diamond Rewards Visa® Reward that is issued to you by us. “**PIN**” means personal identification number.

**Agreement to Terms:** By using the Card, you agree to the terms of this Agreement. If you do not agree to the terms of this Agreement, do not use the Card. You agree to sign the back of the Card immediately upon receipt. You should always keep a record of your Card number and the customer service phone number provided herein in case of loss or theft of your Card.

**Card Description:** The Card is a prepaid card loaded by the Sponsor with a specific amount of funds. The Card is a prepaid card loaded with a specific amount of U.S. dollars. This Card is not a credit card or charge card that allows you to make purchases and pay later, and using the Card will not affect your credit history. The Card is not connected in any way to any other account. You will not receive any interest on the funds on your Card. The Card will remain the property of the Bank and must be surrendered upon demand. The Card is nontransferable and may be canceled or revoked at any time without prior notice except as required by law.

**Activate The Card:** You must Activate the Card before it can be used. You may Activate the Card by calling 1-888-867-8032 or online at [www.mmandiamondrewards.com](http://www.mmandiamondrewards.com). You may need to provide specific information in order to verify your identity. You will have access to your funds within two (2) hours of activation.

Unless your Card has been Activated, the funds on your Card will NOT be insured by the FDIC or any other federal or state agency. Activating your Card will also allow you to view your Card balance and transaction history at [www.mmandiamondrewards.com](http://www.mmandiamondrewards.com) and provide the additional security that may be required to allow you to use your Card for internet, mail and phone order purchases.

**Personal Identification Number (PIN):** A PIN is a four-digit code that may be used to make purchase transactions instead of signing for your transaction. Some merchants may require you to make purchases using a PIN rather than your signature. You will not receive a PIN with the Card. However, you will have the option to select a PIN by calling 1-888-867-8032 or online at [www.mmandiamondrewards.com](http://www.mmandiamondrewards.com), see the activation instructions in the “*Activate The Card*” section. You should not write or keep the PIN with the Card. Never share the PIN with anyone. When entering the PIN, be sure it cannot be observed by others and do not enter the PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to the PIN, you should advise us immediately following the procedures in the paragraph labeled “*Your Liability for Unauthorized Transfers.*”

Your PIN may also be used to (i) obtain cash or check your balance at any ATM that bears the Interlink brand, or (ii) obtain cash at merchants [or banks] that have agreed to provide cash back at POS terminals bearing the Interlink brand. The maximum amount of cash you may withdraw at an ATM on a daily basis is \$1,000.00. Merchants, banks and ATM operators may impose additional withdrawal limits. You will be charged a fee by us for each cash withdrawal and balance inquiry made at an ATM in the amount disclosed in the section entitled “*Card Fees*” set forth below. In addition, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**Authorized Card Users:** You are responsible for all authorized transactions initiated and fees incurred by use of the Card. If you permit another person to have access to the Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

**Using Your Card:** Your Card can be used everywhere Visa, Interlink® and NYCE cards are accepted as long as you do not exceed the available value of the Card Account. Your Card may be used for debit cards for purchases of goods and services (including internet, mail and phone order purchases), subject to the limitations in this Agreement. If you make a purchase without presenting your Card (such as for internet, mail or phone order purchases), the legal effect will be the same as if you used the Card itself. If you do not have enough funds available on your Card, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with other funds. These are called “split transactions,” and some merchants do not permit them.

You may use your Card to obtain cash at an automated teller machine (“ATM”) or at merchants that have agreed to provide cash back at the point-of-sale (“POS”). Transactions at POS that do not include an actual purchase are prohibited – including using automotive dealership and merchants to get cash without a purchase. Applicable fees will apply in addition to the service fee the ATM or location will charge. You cannot reload the Card or transfer Card value to other payment devices. However, the Sponsor from whom you received your Card may add additional funds to your Card.

You agree that you will: (i) not use the Card at gambling websites or for any illegal transactions; (ii) promptly notify us of any loss or theft of the Card or unauthorized transactions; (iii) not use the Card for business purposes; and (iv) use the Card only as permitted by us. The Card may not be accepted by certain merchants whose goods or services are not legal for minors. We may refuse to process any transaction that we believe violates the terms of this Agreement. The Card itself may not be redeemed for cash, except where required by applicable law.

You are responsible for all transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions incurred by those persons. You may not request an additional Card for another person. For security reasons, we may limit the number or amount of transactions you can make with the Card. You do not have the right to stop payment on any purchase or payment transactions that you originate through the use of the Card. You may not make preauthorized regular payments from your Card.

**Limitations on Card Usage:** All transactions are subject to the limitations set forth in this Agreement, and no transaction may exceed the value available on your Card Account. The Card may not be used to withdraw cash from a POS terminal without an associated purchase. Transactions at any Mitsubishi dealerships and merchants are subject to restrictions and continuous monitoring. Persons that violate Card restrictions could be removed from the Mitsubishi Diamond Rewards program.

**Transaction Limitations:** You may not make transactions that in the aggregate exceed \$5,000.00 per day. If a merchant attempts to process a transaction for more than the value available on your Card Account, or if the transaction will cause the daily limit of \$5,000.00 to be exceeded, then the transaction will be declined. Unusual or multiple transactions may prompt a merchant inquiry or card suspension to allow us to investigate such unusual activity.

**Loading Your Card:** Mitsubishi Diamond Rewards Visa Reward Card may add funds to your Card, called “loading,” at any time. The minimum load is \$0.00. The maximum load amount is \$25,000.00. The maximum amount of value that can reside on the Card at any time is \$50,000.00.

**Merchant Authorization Holds:** When you use your Card to pay for goods or services, certain merchants (such as restaurants and hotels) may ask us to authorize the transaction in advance and may estimate its final value up to twenty (20%) more to cover any tip or gratuity that you may add to the purchase. If this occurs and your total bill, after adding in the additional 20% (or more), exceeds the amount available on the Card, your transactions may be declined. Accordingly, you should ensure that the Card has an available balance that is 20% (or more) greater than your total bill prior to using the Card for these types of purchases. You may not use your Card at an automated (“pay at the pump”) fuel dispenser. Payments must be made inside. You will need to go inside to pay the cashier prior to pumping. When we preauthorize a transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your Card’s funds for the amount indicated by the merchant (which may be more than the final settled transaction amount). We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction. Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an “authorization” or “hold” on your available balance for up to thirty (30) days. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your Card for the correct amount of the final transaction, however, and will release the hold on any excess amount when the transaction finally settles.

**Available Balance:** Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable fees, taxes or other charges assessed by the merchant. Transactions that exceed the remaining balance on your Card are prohibited and should be declined at the point of sale. If, notwithstanding an insufficient balance, an authorization is received by the merchant or the merchant uses other means to proceed with the transaction, then you agree to reimburse us for any amount in excess of the Card balance for such a transaction.

**Refunds for Purchases Made with the Card:** Any refund for goods or services purchased with the Card will be made in the form of a credit to the Card and pursuant to the refund policy of the merchants where such goods or services were purchased. If you receive a credit, the credit may not be added to the available funds on the Card for seven (7) business days. You are not entitled to receive a cash refund.

**Disputes with Merchants:** We are not responsible for the delivery, quality, safety, legality or any other aspect of goods and services that you purchase from others with your Card. All such disputes should be addressed to the merchants from whom the goods and services were purchased.

**Reversal:** Point of sale transactions cannot be reversed. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold of funds equal to the estimated purchase amount, for up to seven (7) days.

**Card Fees:** The following fees apply to your Card, except where prohibited or modified by applicable law:

Description	Fee
Monthly Inactivity Fee	\$4.95 (After Card has expired)
Card Replacement Fee	\$5.00 per replacement Card
Domestic ATM Cash Withdrawal Fee	\$3.00 (Per Transaction)
International ATM Cash Withdrawal Fee	\$3.00 (Per Transaction)
ATM Balance Inquiry Fee	\$1.00 (Per Transaction)
Foreign Currency Conversion Fee	3% of the transaction amount

**Receipts:** You should get a receipt from the merchant at the time you make a transaction using your Card. Please note there are some merchants that choose not to provide a receipt if the amount of the transaction is \$15 or less.

**Card Balance and Transaction History:** You are responsible for keeping track of the available balance of the Card Account. Merchants generally will not be able to determine the available balance. It’s important to know the available balance before making any transaction. You may obtain information about the amount of money remaining in the Card Account by calling 1-888-867-8032. This information, along with a sixty (60) day history of Card Account transactions, is also available online at [www.mmandiamondrewards.com](http://www.mmandiamondrewards.com). You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling 1-888-867-8032 or by writing to Cardholder Services at P.O. Box 10759, Newport Beach, CA 92658.

**Foreign Transactions:** If you obtain your funds (or make a purchase) in a currency other than U.S. dollars, the amount deducted from your funds will be converted by Visa into U.S. dollars. Visa will establish a currency conversion rate for this convenience using a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance. Fees may apply for foreign transactions (see Card Fees above).

**Change in Terms:** We may, to the extent permitted by applicable law, amend the terms and conditions of this Agreement (or add additional terms) at any time by posting the amended terms on our website, [www.mmandiamondrewards.com](http://www.mmandiamondrewards.com), and any such amendment shall be effective upon such posting to the website. However, if the change is made for security purposes, we can implement such change immediately, without prior notice to you and before such change may be posted to the website. The most up-to-date Agreement may always be found at [www.mmandiamondrewards.com](http://www.mmandiamondrewards.com).

**Suspension and Termination:** We reserve the right, in our sole discretion, to limit your use of the Card. We may refuse to issue a Card or may suspend or terminate Card privileges with or without cause or notice, other than as required by applicable law. You may terminate this Agreement by returning the Card to us. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. Termination of your Card privileges will not otherwise affect your rights and obligations arising under this Agreement prior to termination. If your Card privileges are suspended or terminated through no fault of yours, you may request a refund of any remaining balance on your Card by calling us at 1-888-867-8032 or writing to us at Cardholder Services at P.O. Box 10759, Newport Beach, CA 92658 and providing us with your name, address and Card number.

**Expiration of the Card and Funds:** The Card has a “VALID THRU” expiration date embossed on the front of the Card. Once this expiration date has passed, the Card will be voided and will not be replaced except in our sole discretion. All funds on the Card expire on the expiration date shown on the Card. If you do not spend all the funds on the Card prior to this expiration date, the remaining funds will not be available to you and will be returned to the Sponsor. You have no right to the funds except to use them for authorized purchases prior to the expiration date of the Card. The Sponsor may in its sole discretion issue a replacement Card. If a replacement Card is issued, those funds will be subject to this Agreement, and also must be used prior to the expiration date stated on the Card.

**Information Given to Third Parties:** We may collect and disclose information (including personally identifiable information) to third parties about you, your Card and the transactions related to your Card (“Cardholder Information”). They type of information we may collect includes: (i) Information about purchases made with the Card, such as date of purchase, amount and place of purchase; (ii) Information you provide to us when you Activate your card, or when you contact us with customer service issues, such as name, address, and phone number; and (iii) Information about you provided to us by the Sponsor when they request us to provide a Card to you, such as your name and address. We may use or disclose Cardholder Information: (i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of the Card for a third party (e.g., a merchant); (iii) in order to comply with any law or to comply with requirements of any government agency or court order; (iv) if you give us your written consent; (v) to service providers who administer the Card or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services;

(vi) in order to prevent, investigate or report possible illegal activity; (vii) in order to issue authorizations for transactions on the Card; and (viii) as otherwise permitted by law. When you are no longer our customer, we continue to share your information as described in this notice Information Security. Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic, and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

We are required to periodically report certain Card information to the Visa Prepaid Clearinghouse Service (PCS) to assist in fraud prevention. Please contact PCS Customer Service for details regarding the information reported and on file with PCS.

Visa Prepaid Clearinghouse Service Customer Service Department  
5005 Rockside Road, Suite 600-27  
Independence, OH 44131 PH  
Phone (844)263-2111  
Fax (844)432-3609

PCS Customer Service Department's business hours are Monday – Friday, 9:00 AM – 5:00 PM Eastern Time.

**No Warranty of Availability or Uninterrupted Use:** From time to time, services related to the Card may be inoperative. When this happens, you may be unable to use your Card or obtain information about your Card. Please notify us if you have any problems using your Card. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

**Lost or Stolen Card; Unauthorized Transactions or Errors:** You agree to safeguard your Card against loss, theft and unauthorized use by taking all reasonable precautions. If your Card has been lost or stolen or believe that someone has made an unauthorized transaction with your Card (or may attempt to use your Card without permission) or you believe an error has occurred with your Card, you agree to notify us IMMEDIATELY at 1-888-867-8032 and in no event later than thirty (30) days of the date of the transaction at issue. When you notify us, you must provide your name, Card number and other identifying details, and describe the error or transaction that you are unsure about (if applicable). We will cancel your Card, and if our records show that available funds remain on your Card, we will issue you a replacement Card loaded with the remaining value. There may be a fee associated with ordering a replacement Card (see Card Fees above). We reserve the right to decline to issue you a replacement Card in accordance with applicable law. You agree to assist us in determining the facts relating to any possible unauthorized use or error associated with your Card, and to comply with the procedures we may require for our investigation. Following our investigation, if we determine that unauthorized use or an error has occurred with your Card, we will credit your Card in the amount of the unauthorized use or error. It may take up to thirty (30) days to process a request for a replacement, however, we will endeavor to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances.

**Additional Limits on Liability Under Card Network Rules:** Under Visa Rules, you will not be liable for any unauthorized transactions using your Card Account you can demonstrate that you have exercised reasonable care in safeguarding your Card from risk of loss or theft. You must notify us within 2 days after the electronic statement was made available to you showing unauthorized transaction(s) in order to take advantage of any such limited liability provisions.

Under Visa operating rules, unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transaction using your lost or stolen card. You must notify us within 2 business days of the transaction at issue in order to take advantage of any such limited liability provisions.

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

**Limitation of Liability:** We shall have no liability to you if you are unable to complete a transaction for reasons beyond our control. In no event shall we be liable to you for 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. You agree that your recovery for any alleged negligence or misconduct by us shall be limited to the initial value of the Card. This provision shall not be effective to the extent prohibited by law.

**Questions:** Mitsubishi Diamond Rewards Visa Reward Card, as the third party that administers the Card program, is responsible for customer service and for resolving any errors in transactions made with your Card. If you have questions regarding your Card, you may call 1-888-867-8032 or write Cardholder Services at P.O. Box 10759, Newport Beach, CA 92658 or visit [www.mnmsdiamondrewards.com](http://www.mnmsdiamondrewards.com).

**Communications:** We may contact you from time to time regarding your Card. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- (1) contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
- (2) contact you by using an automated dialing or similar device ("Autodialer");
- (3) contact you at your home and at your place of employment;
- (4) contact you on your mobile telephone;
- (5) contact you at any time, including weekends and holidays;
- (6) contact you with any frequency;
- (7) leave prerecorded and other messages on your answering machine/service and with others; and
- (8) identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Card Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may suppress caller ID and similar services when contacting you regarding your card. When you give us your mobile telephone number, we may contact you at this number using an Autodialer and can also leave prerecorded and other messages.

If you ask us to discuss your Card with someone else, you must provide us with documents that we ask for and that are acceptable to us.

**Governing Law, Court Proceedings, Damages, Arbitration:** Except as set forth in the Waiver of Jury Trial and Arbitration Agreement below, (1) this Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Minnesota; (ii) any action or proceeding with respect to this Agreement or any services hereunder shall be brought only before a federal or state court in the State of Minnesota; and (iii) you agree to pay upon demand all of our costs and expenses incurred in connection with the enforcement of this Agreement. If we are served garnishments, summonses, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction.

**ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL: PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED FOR IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.**

**Agreement to Arbitrate:** You and we (defined below) agree that any Dispute (defined below) will be resolved by Arbitration. This agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the substantive law of the State of Minnesota (without applying its choice-of-law rules).

**What Arbitration Is:** "Arbitration" is a means of having an independent third party resolve a Dispute. A "Dispute" is any claim or controversy of any kind between you and us. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to your application for a Card and whether or not a Card is provided to you, based on any legal or equitable theory (contract, tort, or otherwise) and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon a federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability, or scope of this arbitration agreement.

For purposes of this arbitration agreement, the terms "you" and "your" include any authorized user and also your heirs, guardian, personal representative, or trustee in bankruptcy. The terms "we," "our," and "us" mean the Bank and include employees, officers, directors, members, managers, attorneys, affiliated companies, predecessors, and assigns the Bank as well as the marketing, servicing, and collection representatives and agents of either or both.

**How Arbitration Works:** If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing an arbitration complaint must choose either of the following arbitration firms for initiating and pursuing arbitration: the American Arbitration Association ("AAA") or JAMS, The Resolution Experts. If the parties mutually agree, a private party, such as a retired judge, may serve as the arbitrator. If you claim you have a Dispute with us, but do not initiate arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

American Arbitration Association 1633 Broadway, 10th Floor New York, NY 10019 Web site: <a href="http://www.adr.org">www.adr.org</a> Telephone (800) 778-7879	JAMS, The Resolution Experts 1920 Main Street, Suite 300 Irvine, CA 92614 Web site: <a href="http://www.jamsadr.com">www.jamsadr.com</a> Telephone (949) 224-1810 or (800) 352-5267
---	---

In the event both AAA and JAMS are unavailable to decide a Dispute, the parties agree to select another neutral party experienced in financial matters to decide the Dispute. If such an independent arbitrator cannot be found, the parties agree to submit any Dispute to a state or federal judge, sitting without a jury, for resolution on an individual and not a class-wide basis.

The policies and procedures of the selected arbitration firm will apply provided such policies and procedures are consistent with this arbitration agreement. To the extent the arbitration firm's rules or procedures are different than the terms of this arbitration agreement, the terms of this arbitration agreement will apply.

**What Arbitration Costs:** No matter which party initiates the arbitration, we will advance or reimburse filing fees and other costs or fees of arbitration, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

**Location of Arbitration:** Unless you and we agree to a different location, the arbitration will be conducted in the county where you reside.

**Waiver of Rights:** You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. You and we agree that the arbitrator has no authority to conduct class-wide arbitration proceedings and is only authorized to resolve the individual Disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a court of competent jurisdiction and not by the AAA, JAMS, or an arbitrator. If such court refuses to enforce the waiver of class-wide arbitration, the Dispute will proceed in court and be decided by a judge, sitting without a jury, according to applicable court rules and procedures, and not as a class action lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party.

**Applicable Law and Review of Arbitrator's Award:** The arbitrator shall apply applicable federal and Minnesota substantive law and the terms of this Agreement. The arbitrator must apply the terms of this arbitration agreement, including without limitation the waiver of class-wide arbitration. The arbitrator shall make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and with applicable law, and if it is not, it may be set aside by a court. The parties shall have, in addition to the grounds referred to in the Federal Arbitration Act for vacating, modifying, or correcting an award, the right to judicial review of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether the conclusions of law are erroneous under the substantive law of Minnesota and applicable federal law. Judgment confirming an award in such a proceeding may be entered only if a court determines that the award is supported by substantial evidence and is not based on legal error under the substantive law of Minnesota and applicable federal law.

**Survival:** This arbitration provision shall survive: (1) cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

**Right to Opt-Out:** *If you do not wish to agree to arbitrate all Disputes in accordance with the terms and conditions of this section, you must advise us in writing at the following address by either hand delivery or a letter postmarked within thirty (30) days following the date you enter into this Agreement. You may opt-out without affecting your application or cardholder status.*

Sunrise Banks, N.A.  
200 University Avenue West Suite 200  
Saint Paul, MN 55103

**Assignability:** We may assign or transfer our rights and obligations under this Agreement at any time without prior notice to you. The Card and your obligations under this Agreement may not be assigned by you. Notwithstanding the foregoing, this Agreement shall be binding on you and your heirs, your executors, administrators, guardians, personal representatives, or trustee in bankruptcy.

**Miscellaneous Provisions:** When any provision in this Agreement states that we may take certain actions, we may do so in our sole discretion. We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Waiver of Jury Trial and Arbitration above, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Card. If a court finds any provision of this Agreement invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

**Customer Service:**

For all customer service information regarding the Card, please contact:

Cardholder Services  
P.O. Box 10759, Newport Beach, CA 92658  
1-888-867-8032  
[www.mnmsdiamondrewards.com](http://www.mnmsdiamondrewards.com)

Customer Service agents are available to answer your calls:  
Monday through Friday, 7:00 AM to 5:00 PM Pacific Time (holidays excluded).