

# Wyndham Rewards Debit Card Account Agreement

Effective March 2025

## Table of Contents

- I. Wyndham Rewards Debit Card Account Agreement
  - A. Our Agreement
  - B. Account Basics
  - C. General Rules Governing Deposit Accounts
  - D. Using Your Debit Card
  - E. Virtual Cards
- II. Electronic Funds Transfer Disclosure and Special Terms and Conditions
- III. Rewards
- IV. Fee Schedule
- V. General Funds Availability Policy

**I. WYNDHAM REWARDS® DEBIT CARD ACCOUNT AGREEMENT AND DISCLOSURES:** Please read this carefully and retain it for future reference. This Wyndham Rewards Debit Card Account Agreement (the "Agreement") is revised periodically, so it may include changes from earlier versions. This Agreement outlines the terms and conditions related to the Mastercard Debit Card ("Card") issued by Sunrise Banks, N.A., Member of the Federal Deposit Insurance Corporation ("FDIC"), (the "Bank" or "Issuer") under this Agreement and the demand deposit account accessible by the Card ("Account"). "We", "our", and "us" refer to the Bank, our successors, affiliates, assignees, or service providers, including any entities that may provide services related to your Account, Card, or Wyndham Rewards Program. "You," "your," and "Accountholder" refer to the owner of the Account. The Account is a checkless banking account offered as an alternative to a traditional checking account, with a monthly maintenance fee, no overdraft fees and no checks. Deposits, withdrawals and payments can be made similar to any other deposit account. Deposits can be made via direct deposit and through online and mobile banking using account to account transfers or via our mobile app. Cash withdrawals can be made at an ATM. Payments can be made with your debit card or by setting up an Automated Clearinghouse (ACH) transfer.

**AGREEMENT TO TERMS:** By opening an Account or by activating or using your Card, you agree to the terms and conditions of this Agreement and that this Agreement will govern your Account and the use of your Card. You also agree that your use of your Account, whether by use of your Card or otherwise, will constitute continued acceptance of, and will be subject to, the then-current version of this Agreement, which is available to you at [www.WyndhamRewardsDebit.com](http://www.WyndhamRewardsDebit.com), or in the Mobile App.

**CELLULAR PHONE CONTACT POLICY:** By providing us with a telephone number for a landline phone, cellular phone or other wireless device, including a number that you later connect to a telephone number, you are expressly consenting to receiving communications- including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system- from us and our agents to that number. This express consent applies to each such telephone number that you provide to us now or in the future, and permits such calls for any reason, including non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

### A. Our Agreement

1. **You may open an Account by using the Wyndham Rewards Debit Mobile Application (the "Mobile App") or visiting [www.WyndhamRewardsDebit.com](http://www.WyndhamRewardsDebit.com).** The Account is not designed for business use, and we may close the Account if we determine it is being used for business purposes. We may refuse to process any transaction(s) that we believe may violate the terms of this Agreement.
2. **Waivers.** This Agreement gives us certain rights and obligations. If we do not take advantage of all our rights all the time, that does not mean we lose them. For example, if we make funds available to you for withdrawal ahead of schedule, that does not mean we must do it again.
3. **Business Days.** Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

### B. Account Basics

1. **Account Eligibility:** The Account is available to citizens and permanent residents of the 50 United States ("U.S.") and the District of Columbia who are at least 18 years of age with a valid Social Security number. You must agree to accept electronic, rather than paper statements. This means: (i) you must keep us supplied with your valid email address; and (ii) you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and electronic statements). In order to access and utilize the functionality available in the Mobile App, you must have a compatible mobile device with an operating system supported by the Mobile App at the time of use. Please refer to the Mobile App's download page or support documentation for the current system requirements.

We may use information from third parties to help us determine if we should open your Account.

2. **Opening an Account: Important information about procedures for opening a new Account:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account with us. **What this means for you:** When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents. The verification process may

take up to thirty (30) days. Until the process is successfully completed, this account will be subject to temporary security limits. See below for details about these monetary limits on transfers and deposits.

3. **The Account:** The Account consists of the online transaction demand deposit account used to make payments and transfers to third parties online or through the use of a Card that is automatically issued with the Account. Account funds at the Bank are insured by the FDIC up to a maximum of \$250,000 per Accountholder. The Account is a checkless account; you may not issue paper checks with the Account.
4. **Account Titling and Ownership:** The Account may only be owned and titled in the name of one person who may deposit, transfer, or withdraw funds. The Account cannot be owned or titled jointly, by an organization, as "Payable on Death" or "In Trust For".
5. **Death or Incapacitation:** You or your appointed party, designee, or appointed individual agree to notify us promptly if you die or become legally incapacitated. We will continue to accept deposits and process transaction instructions into and from your Account until we are: (a) notified of your death or adjudication of incompetency and (b) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death, we may pay or process transactions on your Account on or before the date of death for up to ten days after that date unless ordered to stop payment by someone claiming interest in the Account. We may require additional documentation to confirm any claims made on the Account.
6. **Power of Attorney:** You may give another person authority to make transactions on your Account by giving power of attorney to another individual. The account owner and person executing power of attorney over a deposit account is known as the "Principal." The person granted Power of Attorney for the Principal is known as the "Agent." We may refuse to accept a power of attorney for reasonable cause, and we may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible to provide us with any information if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until a) we receive written revocation from the Principal; b) we receive written notification of the Principal's death, or c) we receive written notification of the death or incapacity of the Agent.
7. **Our Relationship With You:** This Agreement and the deposit relationship do not create a fiduciary relationship.
8. **Privacy Notice:** Our Privacy Notice is available in the Mobile App or by visiting [www.WyndhamRewardsDebit.com](http://www.WyndhamRewardsDebit.com) and is considered part of this Agreement.
9. **Limitation of Liability:** Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we will not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the Cards, the Accounts, any products or services purchased using the Cards, the Wyndham Rewards Program, or this Agreement.
10. **Indemnification:** You agree to indemnify us from any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from your violation of these terms, misuse of the Wyndham Rewards Program, or breach of applicable law.

C. **General Rules Governing Deposit Accounts:** The Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the 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. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal governmental agency, the validity or enforceability of any other provision of this Agreement shall not be affected.

1. **Deposits to the Account:** Make deposits to your Account using any of the methods set forth below. These are the itemized deposit limits for your Account, which limits may be modified from time to time depending on prior activity both on this account and on other transactions and also whether or not you have activated the Card:

Transaction Type	Frequency and/or Dollar Limits
Direct deposits of ACH transfers initiated from an outside financial institution*	No limit to the number of times per calendar day and no maximum dollar limit
ACH transfers to your Account from another bank account you own using the Mobile App or Website	No limit to the number of times per calendar day \$2,500.00 per calendar day \$9,999.00 per calendar month We may change such limits at any time at our sole discretion. Limits may be changed based on the length of time the Account has been open and prior account activity.

Account-to-Account transfers	\$1,000.00 per calendar day. Account-to-Account transfers may only be made to and from other Card Accounts held by the Bank.
*Direct deposits from an outside financial institution: The recipient's name on any such deposits we receive must match the name of the Accountholder. Any such deposits received in a name other than the name registered to the Account may be returned to the originator.	

**IMPORTANT:** If your Account number changes you must immediately notify your employer or any other payors. You must provide them with the new Account number to ensure that your direct deposit activity continues uninterrupted.

- No Cash, Paper Checks or Foreign Currency:** We are not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us.

**Cash**– We do not accept deposits made in cash. If we receive a cash deposit by mail, the cash will be mailed back to the address we have for you on file.

**Paper Checks**– Personal checks, cashier's checks, and money orders may not be deposited by mail. All checks and money orders sent to us for deposit will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be deposited to the Account at our discretion.

**Foreign Currency**– We do not accept deposits in foreign currency. Any deposits received in foreign currency, cash or check, will be sent back to the address we have for you on file.

- Funds Availability:** Please refer to Section V labeled, "*General Funds Availability Policy*" for additional information.
- ACH Debits:** Your Account number and bank routing number can be used for preauthorized direct debits ("ACH Debits") from merchants, Internet service or other utility service providers ("Merchants") and for the purpose of initiating direct deposits to your Account. These transfers will be processed under the Operating Rules of the National Automated Clearing House Association ("NACHA") and you agree to comply with the NACHA rules. Detailed information regarding preauthorized transfers is available in Section II, labeled "*Electronic Funds Transfer Disclosure and Special Terms and Conditions*." **IMPORTANT:** If your Account number changes you must immediately notify Merchants. You must provide them with the new Account number to ensure that the ACH Debit activity continues uninterrupted.
- Problems That Could Occur with Deposits:** Overpayments and Reversals. If funds are deposited or transferred into your Account by mistake or otherwise, we may correct the situation by deducting the amount of the deposit from your Account without prior notice to you. If there are not enough funds in your Account at that time, your Account could become overdrawn. See the "*No Overdrafts*" and "*Right to Set Off*" sections below for more information about what could occur if your Account has a negative balance. **Note:** If your Account is cancelled, closed, or terminated for any reason, any direct deposits, ACH transfers, or cash deposits made via third party money transfer services received after the Account closure date will be rejected and returned to the originator.
- Fees:** By opening your Account, you agree to pay the fees described in the Fee Schedule. Fees may be applied to your Account even if your balance is insufficient. In such cases, the fees will remain pending and will be deducted once sufficient funds are available. If we waive or refund a fee as a courtesy to you, we are not required to do so in the future. See Fee Schedule for further details.
- No Overdrafts:** You are not permitted to overdraw your Account. If the available balance in your Account is not sufficient to cover any payment or withdrawal you have authorized, we can refuse to process the payment or withdrawal. If your Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Account has a negative balance for an extended period of time and you have another account with us, we reserve the right to exercise our right to set off. See the "*Right to Set off*" section below for details. If your Account has a negative balance for sixty (60) calendar days or more, it will be closed.
- Right to Set Off:** If your Account balance becomes and remains negative for 15 days, we can use the funds in any of your accounts to repay the amount owed on the negative balance Account. This means, we have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. This also includes the right for us to recover any losses, costs, or expenses we incur due to your fraudulent activity, misuse, or violation of the Points Earning Terms, including but not limited to the value of any rewards redeemed through fraudulent or improper means. Further, you grant us a lien on and security interest in the funds on deposit in each of your account(s) as security for all of your liabilities and obligations to us, now or in the future. We will notify you by email if we have exercised our right to set off.
- Legal Processes Affecting Accounts:** If legal action such as a garnishment, levy or other state or federal legal process ("Legal Process") is brought against your Account, we may refuse to permit (or may limit) withdrawals or transfers from your Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such garnishment, levy or other state or federal process, we have first claim to any and all funds in your Account. We will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as we determine to be appropriate in the circumstances without liability to you, even if any funds we may be required to pay out leaves insufficient funds to pay a transaction that you have authorized. Payment is made after satisfying any fees, charges or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to any Legal Process on your Account. We may charge these expenses to your Account. You will indemnify us for any losses if we do this.

**10. Amendment and Cancellation:** We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on [www.WyndhamRewardsDebit.com](http://www.WyndhamRewardsDebit.com), and any such amendment shall be effective upon such posting to that Website. The current Agreement is available at [www.WyndhamRewardsDebit.com](http://www.WyndhamRewardsDebit.com). You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Account or this Agreement at any time. You may cancel this Agreement by calling 1-800-608-5970 to close your Account. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

If your Account is canceled, closed or terminated for any reason, you may request the unused balance be returned to you via check sent to the mailing address we have in our records. For security purposes, you may be required to supply identification and address verification documentation prior to issuing a refund check. Allow 14 days for processing and mailing of the refund check. In the event the program is canceled, closed, or terminated, we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Account balance, will be in the notice. We reserve the right to refuse to return any unused balance amount of less than \$1.00.

Note: If your Account is canceled, closed, or terminated for any reason, any direct deposits, ACH transfers, or cash deposits made via third party money transfer services received after the Account closure date will be rejected and returned to the originator.

**11. Account Dormancy and Escheatment:** An account that is inactive for a period of time may be considered dormant and is subject to escheatment. Each state has varying laws as to when an account is subject to escheatment and we may be required to send the balance in your Account to the state of your last known address. We will make all reasonable efforts to contact you before transferring the remaining balance of your Account to the applicable state. For an Account with an international address, the funds will be transferred to the State of South Dakota.

**12. Statements:** Electronic statements are available to view in the Mobile App or Website. Account statements are considered to be correct. Carefully review your statements each statement period and notify us of any errors within 60 days of your statement becoming available. You also have a right to obtain a 60-day history of your Account transactions by calling us at 1-800-608-5970 or by writing to us at Wyndham Rewards Debit Account Services, P.O. Box 71402, Salt Lake City, UT 84171. You will not automatically receive paper statements.

**D. Using Your Debit Card:** Upon Account opening, you will receive access to your Card in digital form. If you request a physical Card, you agree to sign the back of the Card immediately upon receipt. You acknowledge and agree that the funds accessible through use of the Card, whether accessed digitally or physically, is limited to the available funds of your Account. For physical Cards, the expiration date is identified on the back of the Card. The Card in all its forms is the property of the Bank and must be surrendered or deactivated upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

**1. Activating The Card:** You must activate the Card before it can be used. You may activate it by calling 1-800-608-5970, within the Mobile App, or online. You will need to provide personal information in order for us to verify your identity.

**2. Personal Identification Number:** You will not receive a Personal Identification Number ("PIN") with your Card. However, you will be prompted to create a PIN in the Mobile App or on the phone when you activate the Card. See the activation instructions in the "*Activating The Card*" section. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the section labeled "*Your Liability for Unauthorized Transfers*."

**3. Authorized Card or Account Users:** You are responsible for all authorized transactions initiated and fees incurred by use of the Card or Account. If you permit another person to have access to your Card, Card number(s), Account number(s) or PIN, 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 your Account according to the terms and conditions of this Agreement.

**4. Secondary Cardholder:** You may not request an additional Card for another person.

**5. Your Representations and Warranties:** By activating the Card or by retaining, using or authorizing the use of the Card provided with the Account, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or permanent resident of the 50 states of the United States ("U.S.") or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Account is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

**6. Cash Access and Transaction Limitations:** With your PIN, you may use the Card to obtain cash from your Account at any Automated Teller Machine ("ATM") that bears the Cirrus Acceptance Mark, or at any Point-of-Sale ("POS") device, as permissible by a merchant that bears the Maestro® Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions. These are the itemized cash access and spending limits for your Account, which limits may be modified from time to time depending on prior activity both on this account and on other transactions and also whether or not you have activated the Card:

<b>Transaction Type</b>	<b>Frequency and/or Dollar Limits*</b>
ATM Withdrawal	No limit to the number of times per day Up to \$500 per transaction and up to \$1,000 per day*
Cash Back at POS	No limit to the number of times per day Up to \$500 per day*
Over The Counter "OTC" Withdrawals	No limit to the number of times per day Up to \$1,000 per transaction, and up to \$3,000 per day*
Total Daily Cash Withdrawal	No limit to the number of times per day Up to \$4,000 per day
Card Purchases (Signature and PIN combined)	No limit to the number of times per day Up to \$7,500 per day
Total Daily Transaction Limit (Purchases and Withdrawals)	No limit to the number of times per day Up to \$10,000 per day
*ATM owner-operators, merchants and participating banks may impose their own fees and lower limits on cash withdrawals.	

Consistent with applicable law, you may use the Card to purchase goods or services (and/or obtain cash where permitted by the merchant) everywhere Debit Mastercard is accepted, as long as you do not exceed the available balance of your Account.

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

**If you use the Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount up to \$100.00 or more. If the Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a "hold" on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to 7 days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.**

All transactions relating to car rentals may result in a hold for that amount of funds for up to 60 days.

If you use the 16-digit Card number without presenting the 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 transactions you can make with the Card. The Card cannot be redeemed for cash. You may not use the Card for illegal online gambling or any other illegal transaction.

Each time you use the Card, you authorize us to reduce the value available in the Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in the Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees. See these provisions in Section C for additional details if your Account balance becomes negative: "7. No Overdrafts" and "8. Right to Set Off."

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card, except as stated below. 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 for up to 60 days.

- 7. Non-Mastercard Debit Transactions:** New procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions have been processed as a Mastercard debit transaction unless you



entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either Maestro® or Interlink® transaction.

Merchants are responsible for and must provide you with a clear way of choosing how to make a Mastercard debit transaction if they support the option. Please be advised that should you choose to use the Maestro® or Interlink® network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Mastercard debit transactions as described in this Agreement will not apply to transactions processed on the Maestro® or Interlink® network. Please refer to the section labeled "Your Liability for Unauthorized Transfers" for a description of these rights and protections applicable to Mastercard debit and non-Mastercard debit transactions.

To initiate a Mastercard debit transaction at a point-of-sale, swipe the Card through the POS terminal, sign the receipt, or provide your 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Mastercard debit transaction at the POS, enter your PIN at the POS terminal or provide your 16-digit Card number after clearly indicating a preference to route your transaction as a non-Mastercard debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

- 8. Transactions Made In Foreign Currencies:** If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the available balance of your Account will be converted by Mastercard into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date. You may also be charged an International Transaction Fee. See Fee Schedule for further details.
- 9. Receipts:** You should get a receipt at the time you make a transaction using the Card. You agree to retain, verify, and reconcile your transactions and receipts.
- 10. Card Replacement:** If you need to replace the Card for any reason except at Card expiration, please contact us at 1-800-608-5970 to request a replacement Card. You will be required to provide personal information which may include your Account number, 16-digit Card number, full name, transaction history, and/or copies of acceptable documentation.
- 11. Card Expiration:** The Card will expire no later than the date on the card. You will not be able to use the Card after the expiration date; however, a replacement physical Card and/or new virtual card credentials will automatically be provided to you prior to the expiration of the soon-to-expire Card. If you need a Card replacement for any reason other than the Card's expiration, you may request one at any time by following the procedures in the section labeled "*Card Replacement*."

- E. **Virtual Cards.** You may be issued one or more virtual cards, either alongside a physical debit card or as your sole form of card access to your Account. Whether used alone or with a physical card, virtual cards are subject to all applicable terms of this Agreement. Virtual cards may be used for digital transactions, including online purchases, recurring payments, and digital wallets like Apple Pay and Google Pay. We are not liable for unauthorized transactions resulting from failure to secure virtual card credentials or devices where virtual cards are stored. We may suspend or terminate virtual card services without notice if we suspect unauthorized use or if you violate this Agreement.

## II. ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS

Your Account number and bank routing number can be used for preauthorized direct debits ("ACH Debit(s)") from Merchants, including Internet service or other utility service providers, and for the purpose of initiating direct deposits ("ACH Credits") to your Account.

**Note:** The recipient's name on any direct deposit(s) or ACH Credit(s) we receive must match the name on the Account. Any direct deposits received in a name other than the name registered to the Account may be returned to the originator.

### Limits on ACH Debit Transactions

**Cut-off Time.** The cut-off time for scheduling ACH transfers is 3:00pm Central Time. Any transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day.

**ACH Debit Limits.** The limitations to the amount of funds that can be transferred from your Account per day are described below. These limits may be modified from time to time depending on prior activity in your Account.

Transaction Type	Frequency and/or Dollar Limits
ACH Debits from Merchants, utility service providers and other financial institutions	No limit to the number of times per calendar day Limited to the available Account balance
ACH Transfers from your Account to another bank account you own using the Mobile App or Website*	<ul style="list-style-type: none"><li>● No limits to the number of times per calendar day</li><li>● Up to \$2,500.00 per calendar day</li><li>● Up to \$9,999.00 per calendar month</li></ul>

\*Acceptance of ACH Transfers may vary by receiving financial institution. Please contact the bank you wish to send funds to prior to initiating an ACH Transfer to determine if restrictions apply.

### Electronic Funds Transfer Services

The following terms are used to describe Electronic Funds Transfer ("EFT") services. "Automated credits", "direct deposits" or ACH Credits are deposits made to your Account by electronic means. "Automated debits", "Automated payments" and ACH Debits indicate payments authorized by you to be made from your Account by electronic means.

When you accept direct deposits or authorize automatic payments/ACH debits or transfers to or from your Account, you agree to these terms and conditions.

Other relevant terms and conditions described elsewhere in the Agreement also apply as long as they are consistent with Regulation E or Section II.

#### A. Types of Electronic Funds Transfers Available

- You may arrange with another party, such as your employer or a government agency, to electronically deposit funds on a one-time or recurring basis directly to your Account.
- You may authorize another party, such as a merchant, to make a one-time or recurring payment(s) using the Account and bank routing numbers, directly from your Account subject to the established limitations on withdrawals and transfers.
- You may use the Card to make purchases at merchants that accept the Card or to obtain cash at ATMs and, subject to availability, cash back at POS terminals.

#### B. Limitations on Transfers, Amounts and Frequency of Transactions

- You may make cash withdrawals and POS purchases, not to exceed the established limits for your Account. See the sections labeled "*Cash Access and Transaction Limitations*" for details about the limits.
- You may transfer money via the Mobile App, Website, or you may permit 3<sup>rd</sup> parties to debit your account via ACH transactions. See the section labeled "*Limits on ACH Debit Transactions*" for details about the limits.
- If your Account is closed, blocked or suspended for any reason, you will not be able to transact using your Card (including at an ATM).

#### C. Right to Receive Documentation of Electronic Funds Transfers

- **Periodic Statements.** You will get an electronic monthly statement that can be viewed on the Mobile App or online.
- **Direct Deposits, Automated Credits or ACH Credits.** If you have arranged to have direct deposits made to your Account, you can view the transaction on the Mobile App, online, or contact us at 1-800-608-5970 to find out whether or not the deposit has been made.

#### D. Right to Stop Payment of Preauthorized Transfers and Procedures for Doing So: If you have told us or a merchant in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

Call us at 1-800-608-5970, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Fees may apply for a stop payment. Please see our Fee Schedule below for more information.

- E. **Notice of Varying Amounts:** If the recurring ACH transfers you make might vary in amount, the person you are going to pay will tell you the transfer date and the amount of the transfer 10 days before each payment is scheduled to take place. (*You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set*).
- F. **Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop a preauthorized payment 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- G. **Your Liability for Unauthorized Transfers:** Contact us AT ONCE if you believe your Card, PIN or Account number has been lost, or stolen or if you believe that an electronic funds transfer has been made without your permission. Telephoning us at 1-800-608-5970 is the best way to minimize your possible losses. You could lose all the money in your Account. You agree that any unauthorized use does not include use by a person to whom you have given authority to use or access your Card, PIN or Account number and that you will be liable for all such uses and funds transfers by such person(s).

If you notify us within two (2) business days after you learn of the loss or theft of your Card, PIN, or Account number, you can lose no more than \$50.00 if someone used your Card, PIN, or Account number without your permission. If you do NOT notify

us within two (2) business days after you learn of the loss or theft of your Card, Account number or PIN and we can prove that we could have stopped someone from using your Account without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if your statement shows transactions that you did not make, including those made by card, code or other means, notify us at once following the procedures stated in the section labeled "*Information About Your Right to Dispute Errors*". If you do not notify us within 60 days after the statement was 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 provided us notice 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.

**Additional Limits on Liability under Mastercard Rules:**

Under Mastercard Zero Liability Protection rules, you will not be held responsible for unauthorized transaction(s) given you have used reasonable care in protecting your Card from loss or theft. If you believe there has been unauthorized use of your Card, you must promptly notify us in order to take advantage of any such protections. Please note, Mastercard Zero Liability does not apply to commercial cards, or unregistered prepaid cards, such as gift cards.

**Contact in the event of unauthorized transfer:** If you believe your Card, PIN, or Account number has been lost or stolen, call 1-800-608-5970 or write: Wyndham Rewards Debit Disputes Services, P.O. Box 71337, Salt Lake City UT 84171

**If your Account changes you must immediately notify your employer or any other payors or merchants. You must provide them with your new Account number to ensure that your direct deposit and/or ACH Debit activity continues uninterrupted**

- H. **Our Liability for Failure To Complete Transactions:** If we do not properly complete a transaction to or from your Account or Card on time or in the correct amount according to our Agreement with you; we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
1. If through no fault of ours, you do not have enough funds available in your Account to complete the transaction;
  2. If a merchant refuses to accept your Card or Account number;
  3. If an ATM where you are making a cash withdrawal does not have enough cash;
  4. 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;
  5. If access to your Card or Account has been blocked after you reported your Card or Account number lost, stolen or compromised;
  6. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
  7. If we have reason to believe the requested transaction is unauthorized;
  8. If circumstances beyond our control (such as fire, flood, or computer communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
  9. Any other exception stated in our Agreement with you.
- I. **Confidentiality:** We may disclose information to third parties about your Account, Card or the transactions you make:
1. Where it is necessary for completing transactions;
  2. In order to verify the existence and condition of your Account or Card for a third party, such as a credit bureau or a merchant;
  3. In order to comply with government agency, court order, or other legal or administrative reporting requirements;
  4. If you consent by giving us your written permission;
  5. To our employees, auditors, affiliates, service providers, or attorneys as needed; or
  6. Otherwise as necessary to fulfill our obligations under this Agreement.
- J. **Information About Your Right to Dispute Errors:** In case of errors or questions about your electronic transactions, call 1-800-608-5970, write to PO BOX 1818, Sandy UT 84091 as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed in the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.
1. Tell us your name, Account number and/or 16-digit Card number
  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 provide this information orally, we may require that you send 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 use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within 10 business days, we may not credit your Account.

For errors involving new Account, point-of-sale transactions or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For a new Account, 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 the 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. If you need more information about this program's error-resolution procedures, call 1-800-608-5970.

#### K. Truth in Savings Disclosures

**This is not an interest-bearing account. No interest will be paid.**

1. **Minimum Balance Requirements.** There is no initial deposit required to open an Account. You may deposit any amount you wish when opening the Account.
2. **Transaction Limitations.** Minimum and maximum withdrawal limitations apply. See the section labeled "Cash Access and Transaction Limitations" for full information regarding these limits.
3. **Fees.** See Fee Schedule in section IV below for list of fees

L. **Customer Service:** For customer service assistance or additional information regarding your Account, please call us at 1-800-608-5970 or write to us at Wyndham Rewards Debit Account Services, P.O. Box 71402, Salt Lake City, UT 84171. Customer service agents are available to answer your calls Monday through Friday, 6:00am - 5:30pm Central Time and Saturday and Sunday, 7:00am - 7:00pm Central Time.

M. **Telephone Monitoring/Recording:** From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our member service team or as required by applicable law.

N. **No Warranty Regarding Goods or Services as Applicable:** We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Account.

#### O. Arbitration

- a. **Definitions:** For purposes of this Section O, "**Claim**" means any current or future claim, dispute or controversy relating in any way to this Agreement or your Accounts, except for the validity, enforceability or scope of the arbitration provision set forth in subsection d below. "**Claim**" includes: (i) initial claims, counterclaims, cross claims and third-party claims; (ii) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (iii) claims by or against any third party using or providing any product, service or benefit in connection with this Agreement or your Account; and (iv) claims that arise from or relate to (A) this Agreement, (B) your Account, (C) advertisements, promotions, or statements related to this Agreement or your Account, (D) your application to open the Account, or (E) consumer reporting or inquiries related to your Account. **We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.**
- b. **Claim Notices:** Before beginning a lawsuit, mediation or arbitration, you and we agree to send a notice (a "**Claim Notice**") to each party against whom a Claim is asserted. The Claim Notice will give you and us a chance to resolve our dispute informally or in mediation. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to your current mailing address or email address on file with the Bank. You must provide your name, address and phone number in your Claim Notice. Your Claim Notice must be sent to Sunrise Banks, 200 University Avenue West Suite 200, Saint Paul, MN 55103.
- c. **Mediation:** In mediation, a neutral mediator helps parties resolve a Claim. The mediator does not decide the Claim but helps parties reach agreement. Before beginning mediation, you or we must first send a Claim Notice. Within 30 days after sending or receiving a Claim Notice, you or we may submit the Claim to JAMS (1-800-352-5267, jamsadr.com) or AAA (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a Claim to mediation will not affect your or our right to elect arbitration.
- d. **Arbitration:**
  - i. You or we may elect to resolve any Claim by individual binding arbitration. This election may be made by the party asserting the Claim or the party defending the Claim. Claims will be decided by one neutral arbitrator who will be a retired judicial officer or an attorney with at least 10 years of experience; however, if we both agree, we may select another person with different qualifications.
  - ii. IF ARBITRATION IS CHOSEN BY ANY PARTY, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO THAT CLAIM. ARBITRATION

PROCEDURES ARE GENERALLY SIMPLER THAN THE RULES THAT APPLY IN COURT, AND DISCOVERY IS MORE LIMITED. THE ARBITRATOR'S DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

- iii. Before beginning arbitration, you or we must first send a Claim Notice. The party electing arbitration must choose to arbitrate before either JAMS or AAA. However, if we choose one of those two organizations, you may choose the other organization instead if you inform us of that choice within thirty (30) days after we elect arbitration.
  - iv. Claims will be resolved pursuant to this section O. and the selected organization's rules in effect when the Claim is filed, except where those rules conflict with this section O. If the rules conflict, the terms of this Agreement will apply. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization, if you and we agree in writing, or to an arbitrator appointed pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA").
  - v. We will not elect arbitration for any Claim you file in small claims court, so long as the Claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any Claim at any time unless it has been filed in court and trial has begun or unless final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this arbitration provision, including the right to arbitrate a Claim, without waiving the right to exercise or enforce those rights.
  - vi. This arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the limitations of this section O, the arbitrator may award any relief available in court. Any award of punitive damages will be subject to the same limitations as an award of punitive damages in court. The arbitration will be confidential, but you may notify any government authority of your Claim. Judgment upon any arbitration award may be entered in any court having jurisdiction. Arbitration hearings will take place in the federal judicial district where you reside.
  - vii. You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had litigated in court. We will be responsible for any additional arbitration fees. We will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause, if you ask us in writing to do so.
- e. **Arbitration Opt-Out; Your Right to Reject Arbitration: YOU MAY REJECT THIS ARBITRATION PROVISION BY NOTIFYING US IN WRITING AT SUNRISE BANKS, 200 UNIVERSITY AVENUE WEST SUITE 200, SAINT PAUL, MN 55103 AND STATING THE FOLLOWING IN YOUR NOTICE (I) YOUR NAME, (II) YOUR ADDRESS, (III) YOUR PHONE NUMBER, AND (IV) THAT YOU ARE EXERCISING YOUR RIGHT TO REJECT ARBITRATION UNDER SUBSECTION O.e OF YOUR AGREEMENT (A "REJECTION NOTICE"). YOUR REJECTION NOTICE MUST BE RECEIVED WITHIN 90 DAYS AFTER THE OPENING OF YOUR ACCOUNT. IF YOUR REJECTION NOTICE COMPLIES WITH THESE REQUIREMENTS, THE ARBITRATION PROVISION IN SUBSECTION D WILL NOT APPLY TO YOU, EXCEPT FOR ANY CLAIMS SUBJECT TO PENDING LITIGATION OR ARBITRATION AT THE TIME YOU SEND YOUR REJECTION NOTICE. REJECTION OF THE ARBITRATION PROVISION WILL NOT AFFECT YOUR OTHER RIGHTS OR RESPONSIBILITIES UNDER THIS SECTION O OR THIS AGREEMENT.**
- f. **Class Action Waiver and Other Limitations on Arbitration: IF EITHER PARTY ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, IN A PURPORTED REPRESENTATIVE CAPACITY OR ON BEHALF OF THE GENERAL PUBLIC, OTHER ACCOUNT OWNERS OR OTHER PERSONS. The arbitrator's authority is limited to Claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. Any arbitration award shall be confidential, and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Despite any other provision and without waiving the right to appeal such decision, if any portion of this subsection O.f is deemed invalid or unenforceable, then the entire arbitration provision set forth in subsection O.f will not apply.**
- g. **Survival and Severability of Dispute Resolution Provision: This section O will survive the closing of your Account and the termination of any relationship between us, termination of this Agreement, any legal proceeding relating to your Accounts, any bankruptcy (as applicable) or receivership and any sale or assumption of this Agreement, your Account or any and all rights thereunder. In the case of a sale or assumption of this Agreement, your Account or any and all rights thereunder, the buyer will be bound by and may enforce the terms of this section O. If any portion of this section O is deemed invalid or unenforceable, it will not invalidate the remaining provisions of this section O or of this Agreement (except as set forth in subsection O.f).**

**III. REWARDS.** By using the Card, you are eligible to earn Wyndham Rewards points through the Wyndham Rewards Program, which is administered by Wyndham Rewards, Inc. Details about how you can earn Wyndham Rewards points, including eligibility and earning rates, are set forth in the Wyndham Rewards Debit Card Points Earning Terms (the "Points Earning Terms"). By using the Card to earn

Wyndham Rewards points, you acknowledge and agree to be bound by the Points Earning Terms. Please review the Points Earning Terms regularly to stay informed about program changes. Maintaining an active Wyndham Rewards Member Account is a condition of participation in the Wyndham Rewards Debit Card program. We may cancel your Card and close your Account if we determine that you have not had an active Wyndham Rewards Member Account for more than 90 days.

#### IV. FEE SCHEDULE

Fee	Statement Description	Amount	Details
Activation Fee		\$0.00	
Monthly Fee	Monthly Fee	\$6.00	This fee applies when your Account is active during any part of the prior month. You can avoid this fee if you maintain an average monthly balance of \$2,500.00 or more in your Account during the previous statement cycle.
<b>Domestic Transactions</b>			
ATM Withdrawal Fee (in-network)		\$0.00	We do not charge a fee for cash withdrawals from an ATM in the Cirrus Network.
ATM Withdrawal Fee (out-of-network)	ATM Withdrawal Fee	\$3.00	This fee applies for each cash withdrawal from an out-of-network ATM. "Out-of-Network" refers to all the ATMs outside of the Cirrus Network. You may also be charged a fee by the ATM operator.
ATM Balance Inquiry Fee		\$0.00	
<b>International Transactions</b>			
International Transaction Fee	International Transaction Fee	3%	
International ATM Withdrawal Fee	ATM Withdrawal Fee (International)	\$3.00	This fee applies for each cash withdrawal from a foreign ATM.
<b>Other</b>			
Inactivity Fee		\$0.00	
Paper Statement (Mail)	Paper Statement (Mail)	\$5.00	This fee applies when we send a paper statement to your current mailing address.
Additional Card	Additional Card Fee	\$1.50	This fee applies for each additional physical Card that we send to you.
Express Shipping	Express Shipping Fee	\$15.00	This fee applies for each physical Card that we send to you via express shipping. Express shipping takes 3 to 5 business days, while standard shipping takes 7 to 10 business days.
Account Closure	Account Closure Fee	\$20.00	This fee applies if we issue you a check to return your unused balance upon Account closure.

If you use a non-Cirrus Network ATM, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Account.

## V. GENERAL FUNDS AVAILABILITY POLICY

Information contained in this section is provided to assist you in understanding our Funds Availability Policy.

Our policy is to make funds from your cash, check, and electronic deposits available to you on the first business day after we receive your deposit. See the Availability section below for details about when you can use the funds from different types of deposits.

### 1. Availability

When a deposit is made by ...	Deposited funds are available ...
<ul style="list-style-type: none"><li>• Electronic Direct Deposit</li></ul>	<ul style="list-style-type: none"><li>• The next business day</li></ul>
<ul style="list-style-type: none"><li>• Funds Transfer Services</li></ul>	<ul style="list-style-type: none"><li>• The next business day</li></ul>
<ul style="list-style-type: none"><li>• Money Remittance Services (Western Union, Green Dot, Visa Readylink)</li></ul>	<ul style="list-style-type: none"><li>• The next business day. Please see the Service Provider's terms of service for information about their processing and transmission timeframes</li></ul>

**2. Business Days:** For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 PM central time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 PM central time or on a day we are not open, we will consider that the deposit was made on the next business day.