

Street Charity Discover® Prepaid Card – Cardholder Agreement

IMPORTANT: YOU HAVE RECEIVED THIS CARD FOR LOYALTY, REWARD, OR PROMOTIONAL PURPOSES. YOU ARE NOT THE OWNER OF THE CARD OR THE FUNDS UNDERLYING THE CARD. YOUR FAILURE TO ACTIVATE AND USE THE CARD IN THE PRSCRIBED TIME WILL RESULT IN THE LOSS OF YOUR RIGHT TO USE THE CARD AND SPEND THE UNDERLYING FUNDS. CARDS WILL NOT BE REPLACED AFTER EXPIRATION.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

This Cardholder Agreement (“Agreement”) sets forth the terms and conditions under which Central Bank of Kansas City has issued the Street Charity Discover Prepaid Card (“Card”) to you. Please read this Agreement carefully. By activating the Card, or by using or authorizing the use of the Card, 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 legal alien residing in one of the 50 states or the District of Columbia; (iii) you agree to be bound by and to comply with its terms, including the Arbitration Provision set forth below.

For purposes of this Agreement, “Card” means the plastic Street Charity Card. The Sponsor has established this promotional program (the “Program”) in order to support its charitable mission. This Agreement establishes the terms of your participation in the Program. Please read this Agreement carefully. In this Agreement, “you” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We”, “us”, “our”, and “Issuer” mean Central Bank of Kansas City (“CBKC”), a bank chartered under the laws of Missouri, member FDIC, and its successors, affiliates or assignees, and also includes, unless otherwise indicated, our Program Manager. “Program Manager” refers to Central Payments, LLC, who performs certain services related to the Card on CBKC’s behalf. “Sponsor” means Street Charity, Inc. who has directly or indirectly established this Card for the purpose of furthering its charitable mission. You acknowledge and agree that the value available in the Card is limited to the funds that have been loaded to the Card by the Sponsor and allocated to you. The Card Account may be canceled, repossessed, or revoked at any time without prior notice except as required by law.

How to Contact Us. For Customer Service or additional information regarding your Card, including the terms and conditions that apply to the Card, please contact us (1) by phone at 1-844-404-0244 (Toll-free within the U.S.); (2) by mailing us at Street Charity, PO Box 1124, Sioux Falls, SD 57101, or (3) by visiting www.StreetCharity.org.

About the Card. The Card is provided to you for loyalty, reward or promotional purposes at the request of the Sponsor as part of the Program. The Card is a prepaid product that may only be loaded by the Sponsor with a specific amount of funds as determined by Sponsor under the Program. The value of the Card is the amount printed on the Card. You may not add more funds to the Card. The funds made accessible to you following activation of your Card are provided by the Sponsor, not the Issuer. The Sponsor is fully responsible for ensuring that funds are available to be loaded to your Card.

Using the Card and Limitations. The Card should be active when you receive it. If you experience difficulty when using your Card, please call Customer Service. Subject to the limitations set forth in this Agreement, you may use the Card one time only to purchase food at a quick serve restaurant in the U.S. where Discover debit cards are accepted. Your purchase may not exceed the available value of the Card which is printed on the front of the Card.

The Card can **only be used to make a single, card-present purchase transaction at a quick serve restaurant** and cannot be used to obtain cash from an automated teller machine (“ATM”) or from a merchant at point-of-sale. This Card is NOT a credit card, nor is the Card connected in any way to any deposit or other account. The Card is NOT a gift card. The Card is not designed for business purposes, and you agree that you will only use the Card for personal, family, or household purposes. The Card may not be resold, and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not a checking or savings account. You will not receive any interest on the funds in the Card. The Card is and will at all times remain the property of the Issuer and must be surrendered upon demand.

The funds on the Card are NOT FDIC-insured. The Card cannot be used for illegal transactions or online gambling activity. The Card may only be used one time. You do not have the right to stop payment on any transaction made with the Card. You are responsible for all transactions initiated by use of the Card. If you permit someone else to use the Card, we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use.

If you wish to use the Card for a purchase which is greater than the balance of the funds available on the Card, you must tell the merchant to charge only the exact amount of available funds to the Card and then you must arrange to pay the difference using another payment method. These are called “split transactions” and some merchants do not allow them. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping or using the Card, the Card may be declined.

Fraudulent Card Activity. We may block or cancel your Card if, as a result of our policies and procedures, we reasonably believe your Card is being used for fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement. We will incur no liability because of the unavailability of the funds that may be associated with your Card.

Expiration of the Card and Funds. The Card has a “Funds Expire” date on the front of the Card. The funds expire when the Card expires on the last day of the month listed on the front of the Card. You have no right to the funds except to use them for authorized purchases prior to the expiration date of the Card. Once the expiration date has passed, the Card will be voided. You will not be able to use the Card or claim the funds on the Card after the expiration date and the Card will not be replaced.

Returns and Refunds. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card for such refunds. The amounts credited to the Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs. Retain your Card until you are sure all purchases are final, and that you will not be making any returns that will result in a credit back to your Card.

Foreign Transactions. You are not allowed to make transactions with the Card outside the United States, including online and mail order merchants located outside the United States. You are not allowed to make transactions in foreign currencies; all transactions must be completed in United States Dollars.

Our Liability for Failure to Complete Transactions. We shall have no liability to you if we are unable to complete a transaction if: (i) through no fault of ours, you do not have enough funds available in your Card to complete the transaction; (ii) a merchant refuses to accept your Card; (iii) an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; (iv) access to your Card has been blocked after you reported your Card lost or stolen; (v) access to your Card has been blocked by us for suspected fraud; (vi) there is a hold on your funds or your Card funds are subject to legal process or other encumbrance restricting their use; (vii) we have reason to believe the requested transaction is unauthorized; (viii) circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we may have taken; or (ix) any other exception stated in our Agreement with you excludes us from such liability. 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.

Your Liability for Unauthorized Transfers, Loss or Theft. You should protect the Card, including your PIN, against theft with the same level of care that you use to protect the cash in your wallet. We cannot prevent the unauthorized use of the Card by others and cannot replace funds used by any unauthorized user. Please treat this card like cash; if this card is lost or stolen it will not be replaced.

Obtaining the Balance on the Card. To obtain the balance on the Card, please call Customer Service at 1-844-404-0244.

No Warranty. We are not responsible for the delivery, quality, safety, legality, or any other aspect of any goods or services you purchase with the Card. All such disputes concerning those matters should be addressed to the merchants from whom the goods and services were purchased. Merchants have no authority to make representations or warranties on our behalf, to bind us, or to enter into any agreement on our behalf. From time to time the Card service may be inoperative, and when this happens, you may be unable to use the Card or obtain information about your balance. You agree that we are not responsible for any interruption of service. EXCEPT AS EXPRESSLY OR OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Other Terms. The Card and your obligations under this Agreement may not be assigned by you. We may transfer our rights under this Agreement at any time without your consent and without notice to you except as required by law. Use of the Card 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 law, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Missouri except to the extent governed by federal law.

Confidentiality. We may disclose information to third parties about your Card or the transactions you make: (i) where it is necessary for completing transactions; (ii) in order to verify the existence and condition of your Card for a third party, such as a merchant; (iii) in order to comply with government agency, court order, or other legal reporting requirements; (iv) if you consent by giving us your written permission; (v) to our employees, auditors, affiliates, service providers, or attorneys as needed; or (vi) otherwise as necessary to fulfill our obligations under this Agreement.

Recording and Monitoring. From time to time, in accordance with applicable law, we may monitor and/or record telephone calls between you and us or our vendors and third-party service providers to assure the quality of our customer service.

Amendment and Cancellation. We may amend or change the terms of this Agreement at any time without notice to you except as required by applicable law. The most current Agreement is available on our Website. We may cancel or suspend the Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Termination of this Agreement will not affect any of our rights or your obligations arising

under this Agreement prior to termination. In the event the Card is cancelled, closed, or terminated for any reason, the unused funds will be returned to the Sponsor.

Arbitration. YOUR USE OF THE CARD CONSTITUTES ACCEPTANCE OF THIS ARBITRATION INCLUDING WAIVER OF YOUR RIGHTS TO CLASS ACTION.

Purpose. This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

Opt-Out Process. You may choose to opt out of the Arbitration Provision, but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the acceptance of your Card at the following address: PO Box 1124, Sioux Falls, South Dakota, 57101. Your written notice must include your name, address, Card number or social security number and a statement that you wish to opt out of this Arbitration Provision.

Definitions. As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, without limitation, any claim, dispute or controversy that arises from or relates to: (i) your Card; (ii) the amount of available funds in your Card; (iii) advertisements, promotions or oral or written statements related to your Card, goods or services purchased with your Card; (iv) the benefits and services related to your Card; and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court. As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Issuer, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with your Card (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use the Card, including but not limited to all persons or entities contractually obligated under this Agreement.

Significance of Arbitration. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE JAMS, OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Restrictions on Arbitration. If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other accountholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

Initiation of Arbitration Proceeding/Selection of Administrator. Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS"), or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select either of the other organizations listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

Arbitration Procedures. This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the

arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

Location of Arbitration/Payment of Fees. Any arbitration hearing that you attend shall take place in the federal judicial district of your primary residence. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

Continuation. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision shall survive termination of your Card as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

This Card is issued by Central Bank of Kansas City, Member FDIC, pursuant to a license from Discover Network. Discover and the Discover acceptance mark are service marks used by Central Bank of Kansas City under license from Discover Financial Services.

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