

DISH PROMOTIONAL PREPAID CARD CARDHOLDER AGREEMENT

Terms and Conditions for the DISH Promotional Prepaid Card issued by CFSB

The terms set forth in this Cardholder Agreement (“**Agreement**”) form a binding contract and apply to your use of your DISH Network Promotional Prepaid Card issued by Community Federal Savings Bank (“**CFSB**” or the “**Bank**”) (the “**Card**”). This Agreement is between you and the Bank. Mezu (NA), Inc. dba. Alviere (“**Alviere**”) provides certain services related to the Card on behalf of CFSB and for this reason, Alviere is also an agent and service provider of the Bank for purposes of this Agreement. As a result, Bank and Alviere are referred to as “**we**”, “**us**” and “**our**”) for the purposes of this Agreement.

DISH is a third-party branding partner (“**DISH**”) of Alviere and may provide you an application or website (“**Partner System**”) as a means to access certain Card and related account (“**Account**”) functionalities, such as checking balances and transactions.

By requesting or using the Card, you agree to the terms of this Agreement under which the Card has been issued to you, and you, affirm, or reaffirm, as the case may be, your agreement with each of the following agreements that applies to you:

- The Privacy Policy provided to you with this Agreement.
- Terms and Conditions for the promotional program separately provided to you by DISH.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

We reserve the right to modify this Agreement from time to time without notice to you, unless required by law, by providing you with a revised version of the Agreement. Any changes will be effective prospectively as of the date noted in the revised Agreement.

1. Definitions

“**Alviere**” means Mezu (NA), Inc., and its successors, assigns and affiliates.

“**Applicable Law**” means any law, rule or regulation of a federal, state, municipal or foreign or local government, or any rule or regulation of any clearing house or network involved in the transaction, which apply to the product and services provided to you under this Agreement.

“**Card**” means your physical DISH Promotional Prepaid Card issued by CFSB.

“**Card Transaction(s)**” means redeeming the value of your Card for goods and services online, over the phone or in person.

“**Cardholder**” means the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement.

“**CFSB**” means Community Federal Savings Bank, member FDIC

“**DISH**” means DISH Network Corporation and its successors, assigns and affiliates.

“**Promotion**” means the promotional program provided to you by DISH in relation to this card.

“**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 CFSB or the Bank, and its successors, affiliates or assignees, and Alviere.

2. General Terms and Conditions

2.1. Use of the Card

The Card is provided to you on a promotional basis only. The Card is redeemable for purchases of goods and services in-person, online, and over the phone, where accepted. Notwithstanding the foregoing, the Card may not be used to redeem goods or services from certain merchants, such as: hotels, cruise lines, car rental agencies, smoke shops, sports betting/gambling merchants and cryptocurrencies. The full amount of each purchase, including taxes, will be deducted from the funds held on the Card, up to the total funds available on the Card. The Card is not a credit card and cannot be used as one. Your use of the Card is limited to the amount of funds associated with the Card. The Card is non-reloadable, and you cannot increase the funds on the Card. Your right to use the funds on the Card is a limited right, subject to the terms and conditions of the Agreement and Applicable Law. We shall not be liable to you or to any third party if the Card is not honored or accepted. Prior to its first use, you may be required to activate the Card and establish a personal identification number (“PIN”) for the Card in accordance with the instructions provided to you with the Card. You should protect your PIN and not disclose it to anyone. When you use your Card to pay for goods or services, certain merchants may require us to authorize the transaction in advance and estimate its final value for an amount greater than the purchase in order to cover any tip or gratuity that you may add to the purchase. You should ensure that the Card has an available balance that is twenty percent (20%) greater than your total bill prior to using the Card for these types of purchase. Fuel stations may require us to authorize transactions initiated at the pump for a fixed amount which may result in a temporary hold of funds for an amount greater than the purchase amount. You may choose to pre-pay for fuel purchases with the attendant to avoid the required minimum authorization.

2.2. No Monetary Value

The Card has no monetary or other cash value. The Card cannot be used at automated teller machines (ATMs) or for cash-back at any merchant. DISH owns any funds connected with the Card. The Card balance does not, at any time, belong to you.

2.3. Eligibility

The Card is provided to you as an individual on a promotional basis only. You may not sell, assign, or otherwise transfer the Card to another person. You agree to use the Card only for legitimate purchases of goods and services not for the purpose of obtaining cash from an establishment. You may not return goods and services obtained with the Card for a cash refund.

2.4. Account Balance

You may check the balance remaining on your Card by calling the toll-free phone number provided on the back of the Card. DISH may provide you access to your Card balance through the Partner System.

2.5. Overdrafts

You are not authorized to use the Card for transactions of an amount more than the available funds of the Card. If, for any reason whatsoever, a transaction is processed despite insufficient available funds on the Card (creating a “negative” amount, referred to herein as a “Shortage”), you agree to reimburse us, upon request, for the amount of the Shortage. It is your responsibility to know the amount of funds available on the Card at the time of purchase. You may obtain your card fund availability by calling the toll-free number provided on the back of the Card. If your desired purchase amount is greater than your available funds, supplemental payment may be made using any credit card or other form of payment accepted by the merchant.

3. Expiration

Subject to Applicable Law, you may use your Card only through the Card expiration date (Valid Thru Date). The expiration date is identified on the front of your Card. After the expiration date of the Card passes, the Promotion expires and you may no longer use the Card, the Card will not be accepted for purchases, and Card Transactions cannot be processed.

4. Termination

We may choose to terminate your Card, including the underlying funds, at any time, at our sole discretion. We will provide you any notice as required by law.

5. Fees

At this time, there are no fees associated with your use of the Card. We may amend or change the terms and conditions of this Agreement at any time, including fees, subject to Applicable Law.

6. Customer Service

Customer Service for your Card is handled by DISH, Alviere, or a service provider of Alviere. For questions about your Card, you may contact Customer Support for your Card by calling the toll-free number provided on the back of the Card. DISH may provide you access to Customer Support for your Card through the Partner System at their sole discretion.

7. Communications

In addition, if you provide DISH, us, or one of our service providers with your email address or phone number or contact us from your email or phone number, you are providing us or any third party acting on our behalf permission to contact you at this email address or phone number. You agree that we may use your email address or phone number to contact you for any business purpose about your Card and you agree to be responsible for any fees or charges you incur as a result of providing this information. You may request your phone number not be used. We may offer options that allow you to receive or access text messages or other electronic communications from your mobile phone. By enrolling in these types of communications, you understand and agree to be responsible for any fees or charges you incur as a result of this enrollment. You agree that we may contact you from time to time regarding your Card in any manner we chose unless the Applicable Law says we cannot. For example, we may contact you by mail, telephone, email, fax, recorded message, text message, by using an automated dialer device. We may contact you at home, at your place of employment, on your mobile telephone, at any time including weekends and holidays, at any frequency and leave prerecorded messages or messages with others. When we attempt to contact you, we may identify ourselves, our relationship and our purpose for contacting you even if others might hear or read it. Our contacts with you about your Card are not unsolicited. We may monitor or record any conversation or other communication with you.

8. English Language Controls

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

9. Waiver

We do not waive our rights by delaying or failing to exercise them at any time. To the extent permitted by law and as permitted by the Agreement to arbitrate in Section 11 below, 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 or your Account.

10. Governing Law

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this Agreement, the laws of the State of New York, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and CFSB or Alviere, regardless of your location.

11. Agreement to Arbitrate and Class Action Waiver

THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION.

Except for disputes that qualify for small claims court, all disputes arising out of or related to this Agreement or any aspect of the relationship between you and CFSB or Alviere, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury and you agree that CFSB and you are each waiving the right to trial by a jury. You agree that any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted, and you are agreeing to give up the ability to participate in a class action. The arbitration will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules, as amended by this Agreement. The Consumer Arbitration Rules are available online at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator’s decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you. If any portion of this Section 11 is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Section 11, this Agreement, or any other agreement entered into by you with us. However, notwithstanding any language in this Section 11 or this Agreement to the contrary, the Class Action Waiver is not severable from the remainder of this Section 11 and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Section 11.

12. Privacy

By requesting, activating or using the Card, you agree to the Privacy Policy included in the materials provided to you with the Card.

13. Miscellaneous

13.1. Card Replacement

We are not responsible for loss, theft, or unauthorized use of the Card. You should safeguard the Card as if it were cash. Cards cannot be replaced or reissued if lost or stolen, unless you provide verifiable proof of eligibility deemed sufficient by DISH or us in our discretion. If you need to replace your Card for any reason, please contact DISH customer service at 1-800-333-3474.

13.1.1. Severability

If a court finds any provision in 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.

13.1.2. Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time, subject to Applicable Law. You will be notified of any change in the manner required by Applicable Law. If the change is made for security purposes or if advanced notification is not required by Applicable Law, we may implement such change without prior notice.

13.1.3. Assignment

You may not assign or transfer your Card and your obligations under this Agreement to any other person or entity. We may assign or transfer our rights under this Agreement. Use of your Card is subject to Applicable Law. We do not waive our rights by delaying or failing to exercise them at any time. Notwithstanding the foregoing, this Agreement shall be binding on you, your authorized users, your heirs, your executors, administrators, guardians, personal representatives, or trustee in bankruptcy.

14. Last Modified

This Agreement was last modified on 5/05/2023.