

## **EXHIBIT "A"**

### **Requirements for Cardholder Agreement**

#### **Electronic Funds Transfers Policy Your Rights and Responsibilities**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. These provisions apply to accounts established primarily for **personal, family, or household** purposes. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

As used in this Policy, the words "we," "our," "us," mean "Fidelity Information Services, LLC" and the words "you," and "your" mean everyone who is liable for purchases made using this Card.

#### ***About Your Byrne Dairy Debit Card***

Your Byrne Dairy Debit Card ("Card") is issued by Fidelity Information Services, LLC. It is not issued by the financial institution (your "Bank") that maintains the deposit account that you have linked to your Byrne Dairy Debit Card ("Deposit Account"). The terms, benefits, and protections associated with your Byrne Dairy Debit Card may vary from those that apply to a debit card issued by your Bank. For example, if you use your Byrne Dairy Debit Card to make a purchase that exceeds the balance in the deposit account that you linked to the Byrne Dairy Debit Card, that account may become overdrawn even if you chose not to allow overdrafts with respect to a debit card issued by your Bank, and you may incur associated overdraft fees. Similarly, the liability limits applicable to your Byrne Dairy Debit Card may be different from those applicable to a debit card issued by your Bank.

#### ***Consumer Liability***

Tell us AT ONCE if you believe your Card, Card number, and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within four business days after you learn of the loss or theft of your Card, Card number, and/or PIN, you can lose no more than \$50 if someone used your Card, Card number, and/or PIN without your permission.

If you do NOT tell us within four (4) business days after you learn of the loss or theft of your Card, Card number, and/or PIN, and we can prove we could have stopped someone from using your Card, Card number, and/or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement from your Bank shows transfers that you did not make, including those made by Card, code or other means, tell us at once. If you do not tell us within 90 days after the statement was mailed to you, you may not get back any money you lost after the 90 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### ***Contact in event of unauthorized transfer***

If you believe your Card, Card number, and/or PIN has been lost or stolen, call: 844-504-8092 or write: Mail Stop TA-14, PO Box 30033, Tampa, FL 33630.

#### ***Business days***

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

#### ***Types of Transfers and Transfer Limitations***

##### ***Types of Transfers***

You may only use your Card, Card number, and/or PIN to pay for goods and services at participating Byrne Dairy retail stores in the United States and at Byrne Dairy's website. You must present your Card and enter your PIN if you wish to use your Card to pay for goods or services at

Byrne Dairy retail stores. At Byrne Dairy's website, you must enter your Card number and your PIN if you wish to pay for goods or services with your Card. If you make an exchange of an item previously purchased using your Card for another item in accordance with our merchandise exchange policy, any difference in the price will be credited by an electronic funds transfer ("EFT") to, or transferred by EFT from, your Deposit Account, as applicable. If you return an item previously purchased using your Card, the amount of the return will be credited by EFT to your Deposit Account.

**Transfer Limitations**

When you use your Card, you will be limited by the amount of funds in your Deposit Account as of the date your Bank receives and processes an EFT. For security and fraud prevention purposes, there are limits on the number of times you may use your Card and/or the total dollar amount of purchases that you may make with your Card. You agree that the dollar amount limitation on your Card may be less than the dollar amount of available funds in your Deposit Account and that such dollar amount and transaction limitations may change from time to time without any notice to you. You cannot use your Card at an automated teller machine (ATM) or at non-participating retail stores or anywhere outside of the United States. You cannot use your Card to make payment on any credit account. You cannot use your Card to authorize recurring preauthorized payments from your Deposit Account. You may be subject to additional limitations based on your agreement with your Bank.

**Fees**

If your Bank returns an EFT unpaid for any reason, you agree to pay a "Service Charge" as follows:

PR, VI	\$15	CO, CT, IN, NM, NY, UT	\$20
AZ, CA, DC, IL, KY, ME, MA, MI, MO, NE, NV, NH, NJ, NC, OK, PA, RI, VT, WA, WV, WI	\$25	AL, AK, AR, HI, IA, KS, MN, MT, SC, TN, TX, WY	\$30
MD, OR	\$35	DE, MS, ND, SD	\$40
VA	\$50		
FL \$25 for payments less than or equal to \$50, \$30 if greater than \$50 and less than or equal to \$300, \$40 if greater than \$300, or 5% of the payment amount whichever is greater.		ID \$20 or face value of the payment, whichever is less.	
		LA \$25 or 5% of the face value of the payment, whichever is greater.	
GA \$30 or 5% of face value of the payment whichever is greater.		OH \$30 or 10% of the face value of the payment, whichever is greater.	

You further authorize us to collect the Service Charge via an EFT from your Deposit Account.

**Confidentiality**

We will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your Deposit Account or Card for a third party, such as a consumer reporting agency or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

You agree to our collection, use, and sharing of information about your EFTs, as provided in the Privacy Policy included as part of this Agreement. You expressly authorize us, Complete Payment Recovery Services, Inc., and their affiliates, to contact you, via auto-dialer, pre-recorded messages, or any other method, on any of your mobile phone numbers or emails. You further acknowledge that email addresses you provide are not shared or accessed by others and are not employer-related email addresses. In addition, you further agree that (1) you will provide us with any changes to your email addresses and (2) notices or changes to any disclosures may be provided to your email addresses.

### **Receipts**

You can get a receipt at the time you make any transfer to or from your account using one of our point-of-sale terminals at a Byrne Dairy retail store. If you make a purchase at Byrne Dairy's website, a receipt will be provided with your order.

### **Our Liability**

If we do not complete a transfer to or from your Deposit Account 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 money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the use of the account is for anything other than personal, family or household purposes.
- (4) If the point of sale terminal was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

### **Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers, telephone us at 844-504-8092 or write us at Mail Stop TA-14, PO Box 30033, Tampa, FL 33630 as soon as you can if you think your Bank statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 90 days after the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and Card number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, for point of sale transactions we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Deposit Account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and debit your account for the amount we provisionally credited to you during our investigation. You may ask for copies of the documents that we used in our investigation.

**ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH YOUR BYRNE DAIRY DEBIT CARD MUST BE DIRECTED TO US (Fidelity Information Services, LLC), AND NOT TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE YOU HAVE YOUR ACCOUNT. We are responsible for these electronic fund transfer services and for resolving any errors in transactions made with your Byrne Dairy Debit card.**

We will not send you a periodic statement listing transactions that you make using your Byrne Dairy Debit card. The transactions will appear only on the statement issued by your bank or other financial

institution. SAVE THE RECEIPTS YOU ARE GIVEN WHEN YOU USE YOUR BYRNE DAIRY DEBIT CARD, AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION. If you have any questions about one of these transactions, call or write us at 844-504-8092 or Mail Stop TA-14, PO Box 30033, Tampa, FL 33630.

IF YOUR BYRNE DAIRY DEBIT CARD IS LOST OR STOLEN, NOTIFY US AT ONCE by calling or writing to us at 844-504-8092 or Mail Stop TA-14, PO Box 30033, Tampa, FL 33630.

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# FACTS

## WHAT DOES FIDELITY INFORMATION SERVICES, LLC DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>■ Social Security number</li> <li>■ Transaction history</li> <li>■ Checking account information</li> <li>■ Account transactions</li> <li>■ Purchase history</li> <li>■ Risk Tolerance</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Fidelity Information Services, LLC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Fidelity Information Services, LLC share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	No	No
<b>For joint marketing with other financial companies</b>	No	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	Yes	Yes

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>■ Call <b>844-504-8092</b> —our menu will prompt you through your choice(s)</li> </ul> <p><b>Please note:</b></p> <p>If you are a <i>new</i> customer, we can begin sharing your information [30] days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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<b>Questions?</b>	Call 844-504-8092
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## Who we are

Who is providing this notice?

Fidelity Information Services, LLC

## What we do

How does Fidelity Information Services, LLC protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Fidelity Information Services, LLC collect my personal information?

We collect your personal information, for example, when you

- Open an account
- Use your debit card
- Give us your contact information
- Provide account information

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- **Our affiliates include financial companies such as Fidelity National Information Services, Inc., NYCE Payments Network, LLC, ClearCommerce Corp., Certegy Check Services, Inc., and ChexSystems, Inc.**

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Nonaffiliates we share with can include retailers with whom you obtain their retailer branded debit card.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Fidelity Information Services, LLC doesn't jointly market*