

BAUSCH+LOMB® horizon rewards Visa® Incentive Card or BAUSCH+LOMB® horizon rewards Visa® Virtual Account – Accountholder Agreement

IMPORTANT: YOU HAVE RECEIVED THIS ACCOUNT FOR LOYALTY, REWARD, OR PROMOTIONAL PURPOSES. YOU ARE NOT THE OWNER OF THE ACCOUNT OR THE FUNDS UNDERLYING THE ACCOUNT. YOUR FAILURE TO ACTIVATE AND USE THE ACCOUNT RESULTS IN THE LOSS OF ALL RIGHT, TITLE AND INTEREST IN THE ACCOUNT AND THE UNDERLYING FUNDS. ACCOUNTS WILL NOT BE REPLACED AFTER EXPIRATION.

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

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which this BAUSCH+LOMB horizon rewards Visa® Incentive Card (“Card”) or BAUSCH+LOMB horizon rewards Visa® Virtual Account (“Virtual Account”) has been issued to you. Please read this Agreement carefully and keep it for future reference. By accepting and using this Account, you agree to be bound by the terms and conditions contained in this Agreement, including the Arbitration Provision set forth below.

For purposes of this Agreement, “Account” means your Card or your Virtual Account, as applicable, unless otherwise specified. The Sponsor has established a corporate incentive program (the “Program”), which establishes the terms of your participation in the Program. The Program will determine whether you are able to select a Virtual Account instead of a Card. Please read this Agreement carefully and keep it for future reference. The Account is issued by Central Bank of Kansas City pursuant to a license from Visa U.S.A. Inc. (“Visa”). In this Agreement, “you” and “your” mean the person or persons who have received the Account and are authorized to use the Account as provided for in this Agreement. “We,” “us,” “our,” and “Issuer” mean Central Bank of Kansas City, our successors, affiliates or assignees. Issuer is a bank chartered under the laws of the State of Missouri and a Member of the Federal Deposit Insurance Corporation (“FDIC”). “Sponsor” means IC Group, LP. You acknowledge and agree that the value available in the Account is limited to the funds that have been loaded to the Account by the Sponsor and allocated to you. The Account is nontransferable, and it 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 Account, including the terms, conditions and fees that apply to the Account, please contact us (1) by phone at: 1-800-640-4953 (Toll Free within the USA); (2) by mailing us at: BAUSCH+LOMB horizon rewards, PO Box 124, Dell Rapids, SD 57022, or (3) by visiting our Website at: www.mycardinfo.cards/bauschcomb.

Description of the Account. The Account is provided to you for loyalty, reward or promotional purposes at the request of the Sponsor as part of the Program. The Account 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 initial value of the Account is the amount printed on the Card or in the materials you received accompanying your Account. You may not add more funds to the Account. If permitted by the terms of the Program, the Sponsor may be able to load more funds to the Account. The funds accessible by you following activation of your Account are provided by the Sponsor, not the Issuer. The Sponsor is fully responsible for ensuring that funds are available to be loaded to your Account. The amount of funds loaded to your Account and the ownership of the funds are matters between you and the Sponsor and we are not responsible for resolving any disputes between you and the Sponsor.

Schedule of Fees. All fee amounts will be deducted from the funds in your Account and will be assessed as long as there is a remaining balance on the Account, except where prohibited by law. The following fees apply to your Account:

Fee Description	Fee As it Appears in Transaction History	Fee Amount
Card Replacement Fee. This is the fee that will be deducted from your Account if you request a replacement Card.	SVC CHG REPLACE CARD	\$5.95

Using the Account and Limitations. If you elected to receive a plastic Card in the mail, you must activate the Card prior to use by calling Customer Service or visiting our Website (see section entitled “How to Contact Us”). Subject to the limitations set forth in this Agreement, you may use the Card to purchase goods and services anywhere Visa debit cards are accepted as long as you do not exceed the available value of the Account and other restrictions do not apply. If available to you under the terms of the Sponsor’s plan and you elected to receive a Virtual Account, the Virtual Account may only be used to make purchases online, by mail order, or by telephone.

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

The funds on Account will NOT be FDIC insured. The Account cannot be used for illegal transactions or online gambling activity. If you use the Account number without presenting the Account (such as for a mail order, internet or telephone purchase), the legal effect will be the same as if you used the Account itself. For security reasons, we may limit the amount or number of transactions you can make on the Account. You do not have the right to stop payment on any transaction made with the Account. You are responsible for all transactions initiated by use of the Account. If you permit someone else to use the Account, we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use.

Each time you use the Account, you authorize us to deduct the amount of the transaction from the funds available on the Account. You are not allowed to exceed the available balance on the Account. However, if we do authorize or pay a transaction in excess of the available balance, you do not have the right to stop payment on any transaction made with the Account. You are responsible for payment, we have the right to initiate collection proceedings against you and/or report your failure to consumer reporting agencies in compliance with applicable law.

If you wish to use the Account for a purchase which is greater than the balance of the funds available on the Account, you must tell the merchant to charge only the exact amount of available funds to the Account 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 Account, the Account may be declined.

The Account may not be used for “pay at the pump” transactions at automatic fuel dispensers. If you wish to purchase fuel, you must pay for your purchase inside with the cashier. The Account may not be used for preauthorized regular payments (i.e. recurring transactions).

When you use the Account at certain restaurants, hotels, car rental companies or similar service-oriented merchants, the transaction may be preauthorized for the amount of the purchase plus an additional 20% (or more) to cover tips or incidental expenses incurred in connection with the purchase. If the preauthorization amount exceeds the available balance on the Account, your transactions may be declined. A preauthorization will place a “hold” on those funds for up to sixty (60) days until the merchant sends us the final payment amount of your purchase. Until the transaction finally settles, the funds subject to the hold will not be available to you for other purposes. We will only charge the Account for the correct amount of the final transaction, and we will release any excess amount when the transaction finally settles. If you authorize a transaction and then fail to make the purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days.

PIN. A Personal Identification Number (“PIN”) is a four-digit code that may be used to make purchase transactions instead of signing for your transaction. If you elected to receive a plastic Card in the mail, you will set your PIN as part of the Card activation process. If you elected to receive a Virtual Account, you will not select a PIN. To prevent unauthorized access to the Card balance, you agree to keep your PIN confidential. We recommend that you memorize your PIN and do not write it down. When entering the PIN, be sure it cannot be observed by others and do not enter the PIN into any terminal that appears to be modified or suspicious. You may retrieve or reset your PIN at any time by contacting Customer Service (see section above entitled “How to Contact Us”). Some merchants may require you to make purchases using a PIN rather than your signature. Your PIN may not be used to obtain cash at an ATM or cash back at a point-of-sale terminal.

Fraudulent Card Account Activity. We may block or cancel your Account if, as a result of our policies and procedures, we reasonably believe your Account 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 Account.

NOTE: If we contact you because we suspect your Account may have been compromised, your Account will likely be unable to be used to complete a purchase. We will attempt to contact you if for whatever reason, we are unable to reach you, we will try to leave you a message. If we do so or if you are unable to use the Account, please make every effort to return our call as soon as possible in order to reinstate transaction capabilities or to order you a new Account. These actions are taken to preserve your rights under the section entitled “Your Responsibility for Unauthorized Transfers, Loss or Theft”, and serve to potentially help to protect you from fraud. Please note that fees will continue to be assessed in accordance with the Schedule of Fees set forth above while your Account is suspended.

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

Card Replacement. If you need to replace your Card for any reason, please contact us by telephone (see section above entitled “How to Contact Us”). We may assess a fee for the Replacement Card (see the section above entitled “Schedule of Fees”).

Returns and Refunds. If you are entitled to a refund for any reason for goods or services obtained with the Account, you agree to accept credits to the Account for such refunds. The amounts credited to the Account for refunds may not be available for up to five (5) days from the date the refund transaction occurs. Retain your Account 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 Account.

Foreign Transactions. You are not allowed to make transactions with the Account outside the United States, including online and mail order merchants located outside the United States. You are not allowed to make transaction 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 you are unable to complete a transaction: (i) for reasons beyond our control (such as, if through no fault of ours, you do not have enough funds available in your Account to complete the transaction, if a merchant refuses to accept your Account, if an electronic terminal where you are making a transaction does not operate properly, and you know about the problem when you initiated the transaction, fire, floor, or computer or communication failure), (ii) if access to your Account has been blocked after you reported your Account lost or stolen, (iii) if access to your Account has been blocked after you reported your Account lost or stolen, (iv) if there is a hold on your funds or your Card Account are subject to legal process or other encumbrance restricting their use, and (v) if we have reason to believe the requested transaction is unauthorized. 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 Account. This provision shall not be effective to the extent prohibited by law.

Your Liability for Unauthorized Transfers, Loss or Theft. You should protect the Account, 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 Account by others and cannot replace funds used by any unauthorized user. You agree to safeguard your Account against loss, theft and unauthorized use by taking all reasonable precautions. You agree to notify us IMMEDIATELY by calling Customer Service (see section above entitled “How to Contact Us”) if your Account is lost or stolen or you believe that someone has made an unauthorized transaction without your consent. If you do not notify us immediately, you will be liable for any unauthorized use of the Account number. If access has occurred with your Account, we will cancel your Account and issue you a replacement Account loaded with the remaining value on your Account, if any. There may be a fee associated with ordering a replacement Card (see section above entitled “Schedule of Fees”). We reserve the right to decline to issue you a replacement Account in accordance with applicable law.

Your liability for the unauthorized use of your Account may be limited by Visa. Under the Visa rules, you will have no liability for unauthorized transactions if your Account is lost or stolen or you believe that someone has made an unauthorized transaction without your consent and you promptly report such loss or theft to us by calling Customer Service. The Visa Zero Liability policy does not apply to certain commercial card and anonymous prepaid card transactions or transactions not processed by Visa. Visa’s Zero Liability Policy is subject to change without notice and changes made by Visa will automatically apply to your Account.

Obtaining the Balance on the Account. You should get a receipt at the time you make a transaction using the Account. You agree to retain your receipt to verify your transactions. You are responsible for keeping track of the available balance on the Account. Merchants generally will not be able to determine the available balance. You can also retrieve the balance by calling Customer Service or visiting our Website (see section above entitled “How to Contact Us”). You will not automatically receive paper statements.

No Warranty Regarding Goods and Services or Uninterrupted Use. We are not responsible for the quality, safety, legality, or any other aspect of any goods and services you purchase. We do not warrant that you will be able to use the Account for the full term of the goods and services were purchased. From time to time the Account service may be inoperative, and when this happens, you may be unable to use the Account or obtain information about your balance. You agree that we are not responsible for any interruption of service. EXCEPT AS EXPRESSLY 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 ACCOUNT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Other Terms. The Account 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, enforceability, or provisions of the remainder 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 Account or the transactions you make: (i) Where it is necessary for completing transactions; (ii) In order to verify the existence and condition of your Account 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 Account or this Agreement at any time. You may cancel this Agreement by returning the Account 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 Account is cancelled, closed, or terminated for any reason, the unused funds will be returned to the Sponsor.

Arbitration. ACTIVATION OR USE OF YOUR ACCOUNT 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 Account at the following address: P.O. Box 124, Dell Rapids, South Dakota, 57022. Your written notice must include your name, address, Account 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 Account 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 included, without limitation, any claim, dispute or controversy that arises from or relates to: (i) your Account; (ii) the amount of available funds in your Account; (iii) advertisements, promotions or oral or written statements related to your Account, goods or services purchased with your Account; (iv) the benefits and services related to your Account; and (v) your enrollment for any Account. 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 Account (including, but not limited to merchants who accept the Account, 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 us. As solely used in this Arbitration Provision, the terms “you” or “you/ours” shall mean all persons or entities approved by us to have and/or use the Account, 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 AS A MEMBER OF ANY CLASS OR 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 putative class action or 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 the procedures set forth in 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 request party’s notice of the arbitration award. The arbitration organization to which the Claim is referred 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 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 an 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 applicable 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 license by Visa U.S.A., Inc.

Copyright Central Bank of Kansas City 2019. This Agreement is effective as of 5/1/2019. CS1584CBKC