

## NON-RELOADABLE VISA® PREPAID CARD CARDHOLDER AGREEMENT — PLEASE READ CAREFULLY

This Cardholder Agreement ("Agreement") outlines the terms and conditions under which the Visa Prepaid Card has been issued to you by The Bancorp Bank, Wilmington, Delaware ("The Bancorp Bank" or "Issuer"). In this Agreement, "Card" means the prepaid device issued to you in physical or electronic form. "Card Account" means the records we maintain to account for the value associated with the Card. "You" and "your" mean the person or persons who have received the Card and are authorized to use the Card. "We," "us," and "our" mean the Issuer, our successors, affiliates or assignees.

### General Terms

By accepting and using the Card, you agree to be bound by the terms contained in this Agreement. You agree that the value available in the Card Account is limited to the funds that have been loaded onto the Card Account on your behalf. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card and is not a gift card or a gift certificate. You have received this Card as a gratuity without the payment of any monetary value or consideration. You are not the owner of the Card or the funds underlying the Card and failure to activate and use the Card results in the loss of all right, title and interest in the Card and the underlying funds. The Card is not connected in any way to any other account, is not a credit card and cannot be sold. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

You may not request an additional Card for another person. You may not use your Card to obtain cash from an Automated Teller Machine ("ATM"), Point-of-Sale ("POS") device, or by any other means. You may not load additional funds to your Card. You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card, 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 each Card according to the terms and conditions of this Agreement. By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that you accept the Card and agree to be bound by and to comply with its terms. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place.

**Registering Your Card – Important Information:** Before you use your Card Account, we may ask that you register your Card. If we do so, you will be required to provide 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 to verify your identity.

**Using Your Card:** You may use your Card to purchase goods at select merchant types that accept Visa debit cards or NYCE® cards as long as you do not exceed the value available on your Card. For additional information on merchant types where this card may be used, visit [prepaidcardstatus.com](http://prepaidcardstatus.com) and review the frequently asked questions section. Some merchants may allow transactions to be processed as either a "credit" or "debit." A Personal Identification Number ("PIN") is not required for "credit" transactions; just your signature. If you wish to or are required to conduct a "debit" transaction, your default PIN is the last four (4) digits of your Card Account number. You may visit [prepaidcardstatus.com](http://prepaidcardstatus.com) to update your PIN. The initial Card balance will be indicated on the Card pocket or will be pre-denominated on the Card. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, tell the merchant to charge only the exact amount of funds available on the Card and arrange to pay the difference using another payment method. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

**Certain merchants and/or the Issuer may increase the purchase authorization request or place a "hold" on your Card's available balance to accommodate for potential Card overdrafts. These may include transactions from specific merchants or merchants belonging to certain merchant categories such as telephone and mail order companies. Some merchants may only accept your Card for full and final settlement of your bill. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed and you will not have access to the preauthorized amount during that period.**

If you use your Card number for mail order, telephone, or Internet purchases, 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 on your Card. You may not use your Card for online gambling or any illegal transaction.

Each time you use your Card, you authorize us to reduce the value available by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card Account. 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 thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. The Issuer is not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with the Card. All such disputes must be addressed and handled directly with the merchant. Refunds are not processed in real-time and may require three (3) days or more for the funds to return to your Card.

**Non-Visa Debit Transactions:** New procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as a NYCE transaction. Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the NYCE network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the NYCE network. Please refer to the paragraph labeled "Your Liability for Unauthorized Transfers" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions. To initiate a Visa debit transaction at the Point of Sale ("POS"), swipe your Card through a POS terminal, sign the receipt, or provide your Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

**Card Replacement:** If you need to replace your Card for any reason, please contact us to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, copies of accepted identification, etc. There is a fee for replacing your Card.

**Foreign Currency Transactions:** Your Card may only be used within the fifty (50) U.S. states and the District of Columbia, Guam, Puerto Rico, U.S. Virgin Islands, and American Samoa unless stated otherwise. If you make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. If you make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a Non-U.S. Currency Transaction Fee of 2% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside of the 50 United States and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

**Card Account Balance/Periodic Statements:** You are responsible for keeping track of your Card Account available balance. You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may access your available balance by accessing your Card Account online or by calling us. Statements in electronic format are available free of charge at [prepaidcardstatus.com](http://prepaidcardstatus.com). You will not automatically receive paper statements.

**Expiration:** The funds on the Card expires when the Card expires. You will not be able to use your Card after the expiration date.

**Fee Schedule:** All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. Anytime your remaining Card Account balance is less than the fee amount being assessed, the balance of your Card Account will be applied to the fee amount resulting in a

zero balance on your Card Account. If you attempt to complete a transaction when your balance is less than the transaction amount and the corresponding fee amount combined, the requested transaction may be declined.

**Monthly Maintenance Fee:**..... \$2.95 per month  
(Imposed beginning on the month following the expiration date; assessed until Card balance is zero)  
**Card Closure Fee:**..... \$10.00 one-time  
(Charged if a check is issued to you upon Card Account closure)  
**Card Reissue Fee:**..... \$10.00 per request  
(Charged for the reissue of a Card for any reason)  
**Non-U.S. Currency Transaction Fee:**..... 2.00% per transaction  
(Charged on transactions made outside of the United States as a % of value)

**Customer Service:** For customer service or additional information regarding your Card, please contact us at either: (1) [prepaidcardstatus.com](http://prepaidcardstatus.com); (2) 1-866-230-3809; or (3) Cardholder Services, PO Box 5109, Buffalo Grove, IL 60089. Customer Service agents are available to answer your calls 24/7/365. From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

**Confidentiality:** We may disclose information to third parties about your 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 Card for a third party, such as merchant; (3) In order to comply with government agency, court order, or other legal or administrative reporting requirements; (4) To our employees, auditors, affiliates, service providers, or attorneys as needed; or (5) As necessary to fulfill our obligations.

**Our Liability for Failure To Complete Transactions:** We are not liable for any failed transaction if you do not have enough money on your Card to cover a transaction, the terminal or system is not working properly, circumstances beyond our control prevent the transaction, or the merchant authorizes an amount greater than the purchase amount.

**Your Liability for Unauthorized Transfers:** Inform Customer Service immediately, twenty-four (24) hours a day, seven (7) days a week, if your Card has been lost, stolen, or subject to unauthorized use. You will be required to provide your name, the Card number, original value, and transaction history. You are liable for all transactions that occur on your Card until you report it lost or stolen. You may also be liable for transactions that occur on your Card after you report your Card lost or stolen unless (1) you sign the signature panel on the back of the Card in permanent ink, (2) you promptly report all facts relating to a loss or theft of your Card, and (3) if we ask for your cooperation in our investigation of your lost or stolen Card, you fully cooperate with our request. If you comply with these procedures and we determine there is a balance remaining on your lost or stolen Card, you may request a replacement Card. We will charge a fee to replace a lost or stolen Card which will be deducted from the balance of your Card.

**Other Miscellaneous Terms:** Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your 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 rule, law, or regulation of any governmental agency, local, state, or federal, 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 Delaware except to the extent governed by federal law.

**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 with your Card.

**Amendment and Cancellation:** We may amend or change the terms and conditions of this Agreement at any time. 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 Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. In the event that your Card Account is cancelled, closed, or terminated by us for any reason other than expiration, and you have registered your Card with your personal information, you may request the unused balance to be returned to you via a check to the mailing address we have in our records.

**Information About Your Right to Dispute Errors:** If there is a problem or dispute with a purchase of goods or services; you must address it directly with the merchant involved. Refunds and returns are subject to the merchant's policies or applicable laws. In case of any other errors on your Card Account call Customer Service immediately. You must call within thirty (30) days of the date of the transaction. If you need more information about error resolution procedures please call Customer Service.

### ARBITRATION

**This Agreement is subject to Arbitration.** 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. **Complete arbitration terms and procedures are posted on the website at [prepaidcardstatus.com](http://prepaidcardstatus.com)**

**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.**

This Arbitration Provision shall survive termination of your Card as well as voluntary payment of any debt in full by you, and any legal proceeding by us to collect a debt owed by you. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the Federal Arbitration Act, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

This Cardholder Agreement is effective 03/2016.  
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