

**CARDHOLDER AGREEMENT**  
**IMPORTANT – PLEASE READ CAREFULLY**

**Terms and Conditions/Definitions for the CARD.com Visa® Prepaid Card**

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the CARD.com Visa Prepaid Card has been issued to you by The Bancorp Bank, Wilmington, Delaware (the “The Bancorp Bank” or “Issuer”). The Issuer is an FDIC insured member institution. “Card” means the CARD.com Visa Prepaid Card issued to you by The Bancorp Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card Account” means the records we maintain to account for the value of claims associated with the 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,” and “our” mean the Issuer, our successors, affiliates or assignees. CARD.com is the entity managing the Card Program (“Program Manager”). You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded onto the Card Account. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. 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.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

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. Please read this Agreement carefully and keep it for future reference.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open a Card Account, we will ask for 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.

**Activate Your Card**

You must activate your Card before it can be used. You may activate your Card by calling 866-345-4520, or online by visiting [www.card.com/activate](http://www.card.com/activate). You will need to provide personal information in order to verify your identity.

**Personal Identification Number**

You will not receive a Personal Identification Number (“PIN”) with your Card. However, you will be prompted to select a PIN when you activate your Card. See the activation instructions in the “*Activate Your Card*” section. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled “*Your Liability for Unauthorized Transfers.*”

**Authorized Card Users**

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 or Card number(s), 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.

**Secondary Cardholder**

You may not request an additional Card for another person.

**Your Representations and Warranties**

By activating the Card or by retaining, 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 the fifty (50) states of the United States (“U.S.”) or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

**Cash Access**

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as permissible by a merchant, that bears the Visa®, Plus®, STAR®, NYCE®, or MoneyPass® Acceptance

Mark. All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM and to withdraw funds from a participating bank (Over the Counter withdrawal). Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per day. These are our limits associated with withdrawing cash from your Card:

Transaction Type	Frequency and/or Dollar Limits*
Cash Withdrawal (ATM)	4 times per day, \$700.00 per transaction, up to \$700.00 per day
Cash Withdrawal (Over the Counter Withdrawal)	4 times per day, \$700.00 per transaction, up to \$700.00 per day
Cash back at the POS	5 times per day, \$250.00 per transaction, up to \$250.00 per day

\*ATM owner-operators and participating banks may impose their own fees and lower limits on cash withdrawals.

#### Loading Your Card

You may load funds to your Card at any time. You may load your Card via Direct Deposit, Green Dot® Reload at the Register™, MoneyGram, Western Union and Remote Check Deposit. You will have access to your funds immediately after a MoneyGram or Western Union load and within fifteen (15) minutes after loading via Green Dot® Reload at the Register™. You will have access to directly deposited funds by 12:00pm CST on the business day during which the deposit occurs. While checks made payable to you as payee may be deposited to your Card Account using Remote Check Deposit, if available, any personal checks, cashiers checks, or money orders sent to the Issuer are not an acceptable form of loading. All such checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer. See the section below labeled "Remote Check Deposit" for additional details.

**Remote Check Deposit:** You may load a check made out to you as the payee into your Card Account by downloading the Card.com mobile app to your mobile device and following the instructions provided in the app. The load process will require you to submit an image of the check along with your 13-digit Direct Deposit account number.

This service is provided by a third-party money transfer service provider. To use it, you need to agree to the terms and conditions the service provider establishes from time to time. These terms and conditions may include certain fees for use of the service that are charged by the service provider. The terms and conditions, including the applicable fees, will be provided to you when you sign up for the service. You will also be notified about any fee for a particular deposit before you authorize it. Generally, you will not have access to the money you load via remote check capture until your check clears (typically, seven (7) business days). The service provider may offer immediate funds availability for a fee.

The maximum value of your Card is restricted to \$15,000.00. These are the limits associated with loading your Card:

Transaction Type		Frequency and/or Dollar Limits
Direct Deposits*		No limit to the number of times per day \$.01 - \$15,000.00 per transaction
Cash Loads*	Green Dot Reload @ the Register	4 times per day \$20.00 - \$1,500.00 per transaction, up to \$1,500.00 per day 7 times per week, up to \$3,500.00 per week, 20 times per month, up to \$5,000.00 per month
	MoneyGram	1 time per day \$10.00 - \$500.00 per transaction, up to \$500.00 per day.
	Western Union	20 times per day \$10.00 up to \$900.00 per transaction, up to \$900.00 per day
Remote Check Deposit*		5 times per day, 15 times per month, \$5.00 up to \$2,500.00 per load

\* Third-party money transfer services used to load funds to your Card Account may impose their own fees, per transaction, daily, weekly or monthly limits on the frequency or amount of cash you can load to your Card Account.

**Preauthorized Transfers** Your Card Account cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers ("Merchants"). If presented for payment, preauthorized direct debits will be declined and payment to the Merchant or provider will not be made. The Issuer's bank routing number and the 13-digit Direct Deposit account number are to be used only for the purpose of initiating direct deposits to your Card Account. You are not authorized to provide the Issuer's bank routing number and the 13-digit Direct Deposit account number to anyone other than your employer or a payer.

### Using Your Card/Features

The maximum value of your Card is restricted to \$15,000. These are the maximum amounts that can be spent on your Card:

Transaction Type	Frequency and/or Dollar Limits
Card Purchases (Signature or PIN)	No limit to the number of times per day, \$5,000.00 per transaction, up to \$5,000.00 per day
Card-to-Card	3 times per twenty-four (24) hour period, 20 times per thirty (30) calendar day period \$500.00 per twenty-four (24) hour period, or \$2,000.00 per thirty (30) calendar day period

\*Card-to-Card transfers are available only between CARD.com Visa Prepaid cards issued by The Bancorp Bank.

You may use your Card to purchase or lease goods or services everywhere Visa debit cards, Interlink cards, Plus cards, STAR cards, or NYCE cards are accepted as long as you do not exceed the available value of your Card Account. 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, you must tell the merchant to charge only the exact amount of funds available on the Card Account to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. 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.

**If you use your Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount up to \$75.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a "hold" on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.**

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. 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. All transactions relating to car rentals may result in a hold for that amount of funds for up to Thirty (30) days.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you had used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. 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 available value of your Card Account 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 available balance of funds on your Card, you shall remain fully liable to us for the amount of the transaction and any fees, if applicable.

### 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 STAR or 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 STAR or 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 STAR and 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 POS, swipe your Card through a POS terminal, sign the receipt, or provide your 16-digit 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 16-digit 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.

### Returns and Refunds

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 or CARD.com is not responsible for the delivery, quality, safety, legality or any other aspects of goods or services you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

### Card Replacement

If you need to replace your Card for any reason except at Card expiration, please contact 866-345-4520 to request a replacement Card. You will be required to provide personal information which may include your 16-digit Card number, full name, transaction history, copies of accepted identification, etc. There is a fee for replacing a lost, stolen or damaged Card. For information about the fee, see the section labeled “*Fee Schedule*.” A fee may also be assessed for expedited delivery of an additional Card; for more information about the delivery options and applicable fees, see the section labeled “*Fee Schedule*.”

For information on replacing an expired Card, see the section below labeled “*Expiration*.”

### Expiration

Your Card will expire no sooner than the date printed on the front of it. **The funds on the Card do not expire.** You will not be able to use your Card after the expiration date; however, a replacement Card will automatically be mailed to you prior to the expiration of the soon-to-expire Card. If you need a replacement Card for any reason other than the Card’s expiration, you may request one at any time by following the procedures in the section labeled “*Card Replacement*,” however, there is a Replacement Card fee. For information about the fee, see the section labeled “*Fee Schedule*.”

### Transactions Made In Foreign Currencies

If you obtain funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from the available balance of your Card Account 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 obtain funds or make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 2.95% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside the fifty (50) U.S. states and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

### Receipts

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.

### Card Account Balance/Periodic Statements

You are responsible for keeping track of the available balance of your Card Account. 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 obtain information about the amount of money you have remaining in your Card Account by calling 866-345-4520. This information, along with a sixty (60) day history of Card Account transactions, is also available online at [www.card.com](http://www.card.com). You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling 866-345-4520 or by writing CARD.com, P.O. Box 543000, Omaha, NE 68154. However, there is a fee for this service. For information about the fee, see the section labeled “*Fee Schedule*.”

You will not automatically receive paper statements.

### 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. Any time 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.**

*Monthly Maintenance Fee:	\$5.95 (per month)*
Fee-Domestic ATM Cash Withdrawal:	No Fee (in-network with MoneyPass)
**Fee-Domestic ATM Cash Withdrawal:	\$2.95 (out-of-network, per transaction)**
Fee-International ATM Cash Withdrawal:	No Fee (in-network with MoneyPass)
**Fee-International ATM Cash Withdrawal:	\$2.95 (out-of-network, per transaction)**

Fee-Over the Counter Withdrawal (Dom&Intl)	\$2.95 (per withdrawal transaction)
**Fee-Balance Inquiry (PIN & ATM) Domestic and Intern	No Fee (in-network with MoneyPass)**
**Fee-Balance Inquiry (PIN & ATM) Domestic and Intern	\$0.95 (out-of-network, per inquiry)**
Paper Copy of Statement Fee:	\$1.95 (per monthly paper statement requested)
Replacement Card Fee: (Standard 7-10 business day delivery)	\$7.95 (per Card; when Card is reissued or replaced for any reason with standard delivery, except upon expiration)***
CSR Express Delivery Fee: (1-business day delivery)	\$39.95 (per Card; when Card is expedited and reissued or replaced for any reason with 1 business day delivery following Card production)
CSR Delivery Fee: (2-business day delivery)	\$29.95 (per Card; when Card is expedited and reissued or replaced for any reason with 2 business day delivery following Card production)
Foreign Transaction Fee	2.95% of the underlying transaction amount is added to, and reflected in the total transaction amount

\*If you directly deposit \$800.00 or more in the prior month, your Monthly Maintenance Fee will be waived and will not appear on your Card Account. If the following month the minimum direct deposit load of \$800.00 is not met, the Monthly Maintenance Fee will be charged to your Card Account.

**\*\*If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card Account.**

#### 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 a merchant;
- (3) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- (4) If you consent by giving us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (6) Otherwise as necessary to fulfill our obligations under this Agreement.

#### Our Liability for Failure To Complete Transactions

If we do not properly complete a transaction from your Card 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 funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) Any other exception stated in our Agreement with you.

#### Your Liability for Unauthorized Transfers

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call 866-345-4520. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa or to ATM transactions outside the U.S. You must notify us immediately of any unauthorized use. In the event the Visa Zero Liability Rules do not apply, if you notify us within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled "Information About Your Right to Dispute Errors." If you do not notify us

within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified 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. If your Card has been lost or stolen, we will close your Card Account to keep losses down and will send a replacement card. There is a fee for replacing your Card. For information about the fee, see the section labeled "*Fee Schedule.*"

### **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.

### **Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our website at [www.card.com](http://www.card.com), and any such amendment shall be effective upon such posting to that website. The current Agreement is available at [www.card.com](http://www.card.com). 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 your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via check sent to the mailing address we have in our records. For security purposes, you may be required to supply identification and address verification documentation prior to issuing a refund check. Allow up to ten (10) business days for processing and mailing of the refund check. There is a fee for a refund check. Please refer to the Fee Schedule above. In the event this Card Program is cancelled, closed, or terminated, we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Card Account balance, will be in the notice. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

### **Information About Your Right to Dispute Errors**

In case of errors or questions about your electronic transactions, call 866-345-4520, FAX to 801-396-2665 or write to, Cardholder Services, CARD.com P.O. Box 543000, Omaha, NE 68154 or email us at [support@card.com](mailto:support@card.com) if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You will need to tell us:

1. Your name and the 16-digit Card number
2. Why you believe there is an error, and the dollar amount involved
3. Approximately when the error took place

You may request a written history of your transactions at any time by calling 866-345-4520 or writing to us at CARD.com P.O. Box 543000, Omaha, NE 68154.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card within ten (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 to complete the investigation. If you do not have federal payments (for example, Social Security benefits, tax refunds or other government payments) deposited to your Card Account, we may not credit your Card. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Card Accounts, we may take up to twenty (20) business days to credit your Card Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address shown at the beginning of this section. If you need more information about our error-resolution procedures, call the telephone number shown above" or visit [www.card.com](http://www.card.com).

### **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.

### **Account Support**

For Account Support or additional information regarding your Card, please contact:

CARD.com Visa Prepaid Card  
P.O. Box 543000  
Omaha, NE 68154  
866-345-4520

You can contact Account Support to receive your account information 7 days per week, 365 days per year, and 24 hours per day by calling (866) 345-4520 and using the IVR support services, or by logging into your account online or through the mobile app. You may also call to speak with a live agent, Monday – Saturday, 7 a.m. to 7 p.m.CT. There are no costs or fees when using any of our Account Support services.

### **Telephone Monitoring/Recording**

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.

### **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.

### **Arbitration**

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of additional cardholders designated by you, if any; iv) your acquisition of the Card; v) your use of the Card; vi) the amount of available funds in the Card Account; vii) advertisements, promotions or oral or written statements related to the Card, as well as goods or services purchased with the Card; viii) the benefits and services related to the Card; or ix) transactions on the Card, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

**We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.**

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017 or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity; or iv) expiration of the Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. CALL 866-345-4520 TO CANCEL THE CARD AND TO REQUEST A REFUND, IF APPLICABLE.**

This Cardholder Agreement is effective 06/2016