

**VISA® PREPAID CARD CARDHOLDER AGREEMENT — PLEASE READ CAREFULLY**

**IMPORTANT: 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. YOUR FAILURE TO ACTIVATE AND USE THE CARD RESULTS IN THE LOSS OF ALL RIGHT, TITLE AND INTEREST IN THE CARD AND THE UNDERLYING FUNDS. CARDS WILL NOT BE REPLACED AFTER EXPIRATION.**

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 ("Issuer"). The Issuer is an FDIC insured member institution. "Card" means the Visa Prepaid Card issued to you in physical form by the Issuer. By accepting and using the Card, you agree to be bound by the terms 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. "We," "us," and "our" mean the Issuer, our successors, affiliates or assignees. Swift Prepaid Solutions is the entity responsible for managing the Card program ("Program Manager"). You acknowledge and agree that the value available in the Card Account is limited to the funds that have been loaded to the Card Account on your behalf by the Program Manager. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card and the funds loaded to it appears on the front of the Card. The Card is a prepaid card provided to you for reward, loyalty, or promotional purposes. The Card is not a gift card or a gift certificate. 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 the 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 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 and any references to "months" are calendar months unless indicated otherwise. Write down the Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case the Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

**Registering The Card-** Before you use the Card Account, we may ask that you register the 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. The Card will be active when you receive it, unless otherwise stated on the front of the Card carrier or Card sticker.

**Personal Identification Number-** The default Personal Identification Number ("PIN") is the last four (4) digits of the Card number. The PIN number can be updated online at [www.prepaidcardstatus.com](http://www.prepaidcardstatus.com). You should not write or keep the PIN with the Card. Never share the PIN with anyone. 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. If you believe that anyone has gained unauthorized access to the 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 the Card. If you permit another person to have access to the Card or Card number, 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. 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 have provided us with a verifiable street address (not a P.O. Box); (iii) the personal information that you provide to us in connection with the Card is true, correct and complete; (iv) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (v) you accept the Card.

**Cash Access-** You may not use the Card to obtain cash from an Automated Teller Machine ("ATM") Point-of-Sale ("POS") device or by any other means.

**Loading The Card-** You may not load funds to the Card. Only the Program Manager may load funds to the Card Account. You will have access to the funds immediately after receipt of the Card. The Card is reloadable after the initial loading, unless otherwise indicated on the card plastic. If the back of the card plastic indicates non-reloadable, then the maximum dollar value of the Card will be printed on the front of it. Personal checks, cashier's checks, and money orders sent to the Issuer are not an acceptable form of loading. All 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. The Issuer reserves the right to increase the maximum value limit at any time with or without prior notice to you. For information on maximum Card value limits, you may contact the Program Manager, see the section labeled "Customer Service."

**Preauthorized Transfers-** The 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.

**Using The Card-** These are the maximum amounts that can be spent on the Card.

Transaction Type	Frequency and/or Dollar Limits
Card Purchases (Signature/PIN)	Unlimited per calendar day. \$10,000.00 per transaction, up to \$10,000.00 per calendar day

You may use the Card to purchase or lease goods everywhere Visa debit cards or NYCE® cards are accepted and as long as you do not exceed the available value of the Card Account and other restrictions do not apply. **EXAMPLES OF RESTRICTIONS:** If the Card plastic indicates domestic use only, the Card may only be used within the fifty (50) U.S. states and the District of Columbia, Guam, Puerto Rico, the Virgin Islands and American Samoa. Other restrictions include, but are not limited to: restricted geographic or merchant locations where there is a higher risk of fraud or illegal activity, restrictions to comply with laws or prevent our liability, and other restrictions to prevent fraud and other losses. For security reasons, we may limit the amount or number of transactions you can make on the Card. The Card cannot be redeemed for cash. You may not use the Card for illegal online gambling or any other illegal transaction. Some merchants do not allow cardholders to conduct split transactions where you 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 the Card, the Card is likely to be declined.

If you wish to purchase fuel, you must pay for your purchase inside with the cashier. The Card cannot be used for a "pay at the pump" transaction at an automated fuel dispenser. If you use the Card at a restaurant, a hotel, for car rental, 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 the 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 sixty (60) days. If you use the Card number without presenting the 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. Each time you use the Card, you authorize us to reduce the available value of the Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available balance of funds on the Card, you shall remain fully liable to us for the amount of the transaction and any fees, if applicable.

**Non-Visa Debit Transactions-** 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 the Card through a POS terminal, sign the receipt, or provide the Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter the PIN at the POS terminal or provide the 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 the Card, you agree to accept credits to the Card for such refunds and agree to the refund policy of that merchant. Neither the Issuer nor the Program Manager shall be 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 the Card.

**Card Replacement -** If you need to replace the Card prior to expiration, for any reason, please contact 1-866-230-3809 to request a replacement Card. You will be required to provide personal information which may include the 16-digit Card number, your full name, transaction history, copies of accepted identification, etc. There is a fee for replacing a lost, stolen or damaged Card, see the section labeled "Fee Schedule" for details about the Card Reissue Fee. For information on why an expired Card cannot be replaced, see the section below labeled "Expiration".

**Expiration-** The Card expires on the date printed on the front of it. Because funds on the Card expire when the Card expires, you will not be able to use the Card after the expiration date and a replacement Card will not be available.

**Transactions Made in Foreign Currencies-** If you make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the Card Account funds will be converted by Visa into an amount in the currency of the 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 the Card was issued, the Issuer may assess a Currency Conversion 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 Currency Conversion Fee even if they are completed in U.S. currency.

**Card Account Balance/Periodic Statements-** You should get a receipt at the time you make a transaction. You agree to retain, verify, and reconcile your transactions and receipts. You are responsible for keeping track of the available balance of the Card Account. Merchants generally will not be able to determine the available balance. It is important to know the available balance before making any transaction. You may obtain information about the amount of money remaining in the Card Account by calling 1-866-230-3809. This information, along with a complete history of Card Account transactions, is also available online at [www.prepaidcardstatus.com](http://www.prepaidcardstatus.com). You also have a right to obtain a complete written history of Card Account transactions by calling 1-866-230-3809 or by writing to P.O. Box 5109 Buffalo Grove, IL 60089. You will not automatically receive paper statements.

**Fee Schedule-** All fee amounts will be withdrawn from the Card Account and will be assessed as long as there is a remaining balance on the Card Account, except where prohibited by law. Any time the remaining Card Account balance is less than the fee amount being assessed, the balance of the Card Account will be applied to the fee amount resulting in a zero balance on the Card Account. If you attempt to complete a transaction when the balance is less than the transaction amount and the corresponding fee amount combined, the requested transaction may be declined.

Card Fees	
Card Reissue Fee	\$12.95 per request (Charged for the reissue of a Card for any reason).
Currency Conversion Fee	2.00% of the transaction amount.

**Customer Service-** For customer service or additional information regarding the Card, please contact either: (1) [www.prepaidcardstatus.com](http://www.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 the Card or the transactions you make: (1) Where it is necessary for completing transactions; (2) In order to verify the existence and condition of the 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 under this Agreement.

**Our Liability for Failure To Complete Transactions-** If we do not properly complete a transaction from the 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, there are not enough funds available on the Card to complete the transaction; (2) If a merchant refuses to accept the Card; (3) 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; (4) If access to the Card has been blocked after you reported the Card lost or stolen; (5) If there is a hold or the funds are subject to legal or administrative process or other encumbrance restricting their use; (6) If we have reason to believe the requested transaction is unauthorized; (7) 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 (8) Any other exception state in our Agreement with you.

**Your Liability for Unauthorized Transfers-** Contact us at once if you believe the Card has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe the Card has been lost or stolen, or that someone has transferred or may transfer money from the Card Account without your permission, call 1-866-230-3809 or visit [www.prepaidcardstatus.com](http://www.prepaidcardstatus.com). Under Visa Core Rules, your liability for unauthorized Visa debit transactions on the Card Account is \$0.00 if you are not negligent or fraudulent in the handling of the Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to anonymous prepaid cards (until such time as identity of the Cardholder has been registered by us). You must notify us immediately of any unauthorized use.

**Other Miscellaneous Terms-** The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. 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 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 the Card.

**Amendment and Cancellation-** We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on [www.prepaidcardstatus.com](http://www.prepaidcardstatus.com), and any such amendment shall be effective upon such posting to that website. The current Agreement is available at [www.prepaidcardstatus.com](http://www.prepaidcardstatus.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 the 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 the Card Account is cancelled, closed, or terminated for any reason, the unused funds will be returned to the Program Manager.

**Information About Your Right to Dispute Transactions-** In the case of a discrepancy or questions about the Card Account transaction(s), call 1-866-230-3809 or send an email by using the "Contact us" link on [www.prepaidcardstatus.com](http://www.prepaidcardstatus.com) as soon as you can. You must contact us no later than 120 calendar days after we posted the transaction(s) to the Card Account. You may request a written history of your transactions at any time by calling 1-800-230-3809 or emailing by using the "Contact us" link on [www.prepaidcardstatus.com](http://www.prepaidcardstatus.com). In case of a discrepancy or questions about the Card Account transactions you will need to tell us: (1) Your name and the 16-digit Card Number; (2) A description of the transaction(s) including the date and dollar amount; (3) Why you believe there is a discrepancy. If you provide this information orally, we may require that you send the details listed above in writing within 120 calendar days after we posted the transaction(s) you are questioning. You agree to cooperate fully with our investigation and to provide any additional information or documentation we may need for the claim. Once we have the required details, information, and/or documents, we will determine whether a discrepancy occurred. If we ask you to put details in writing and you do not provide them within 120 calendar days of the date we posted the transaction(s) you are questioning, we may not be able to resolve the claim in your favor.

**ARBITRATION -** Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Card; iii) your acquisition of the Card; iv) your use of the Card; v) the amount of available funds in the Card Account; vi) advertisements, promotions or oral or written statements related to the Card, as well as goods or services purchased with the Card; vii) the benefits and services related to the Card; or viii) 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 the Card, or any amounts owed on the 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.

This Cardholder Agreement is effective 05/2018. CHA701 (RID 5067)