

STORE VALUE CARDHOLDER AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the Store Value Prepaid MasterCard®

This Cardholder Agreement ("Agreement") outlines the terms and conditions under which the Store Value Prepaid MasterCard has been issued to you by The Bancorp Bank, Wilmington, Delaware (the "The Bancorp Bank" or "Issuer").

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 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.

Activate The Card

You must activate the Card before it can be used. You may activate the Card by calling 1-XXX-XXX-XXXX or log in to www.consumeraccess.com/storevalue.

Personal Identification Number

You will not receive a Personal Identification Number ("PIN") with the Card Account. However, you will receive a PIN once you have registered the Card with your personal information.

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.

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);

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 activating the Card.

The maximum value of the Card is restricted to \$5,000.00. These are the limits associated with loading the Card:

Table with 2 columns: Transaction Type, Frequency and/or Dollar Limits. Row 1: Load from Program Manager, 1 time Minimum of \$01.00 up to \$5,000.00

Preauthorized Transfers

The Card Account cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers ("Merchants").

Using The Card/Features

The maximum value of the Card is restricted to \$5,000.00. These are the maximum amounts that can be spent on the Card:

Table with 2 columns: Transaction Type, Frequency and/or Dollar Limits. Row 1: Card Purchases (Signature), No limit to the number of times per day, \$5,000.00 per transaction, up to \$5,000.00 per day. Row 2: Card Purchases (PIN), No limit to the number of times per day, up to \$5,000.00 per day

You may use the Card to purchase or lease goods or services at specific merchants participating in the Performance One program, everywhere MasterCard debit cards are accepted as long as you do not exceed the value available on the Card Account.

If you use the Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount up to \$100.00 or more. If the Card is declined, even though there are sufficient funds available, you should pay for your purchase inside with the cashier.

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.

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 by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Card Account through an individual transaction or a series of transactions.

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.

Card Replacement

If you need to replace the Card for any reason, please contact us at XXX-XXX-XXXX 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.

For information on replacing an expired Card, see the section below labeled "Expiration."

#### Expiration

The Card will expire no sooner than one (1) year from the date it was issued. **The funds on the Card expire when the Card expires.** You will not be able to use the Card after the expiration date. If you need a replacement Card for any reason other than the Card's expiration, you may request one at any time, however there is a Replacement Card fee. For information about the fee, see the section labeled "Fee Schedule."  
An additional 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."

#### 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 funds will be converted by MasterCard International Incorporated 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 MasterCard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard International Incorporated 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 foreign currency conversion fee of 2% 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 the Card. You agree to retain, verify, and reconcile your transactions and receipts.

#### Card Account Balance/Transaction History

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's 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 X-XXX-XXX-XXXX. This information, along with a sixty (60) day history of Card Account transactions, is also available online at [www.consumercardaccess.com/storevalue](http://www.consumercardaccess.com/storevalue). You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling X-XXX-XXX-XXXX or by writing to 4600 Westown Parkway, West Des Moines, IA, 50266.

**You will not automatically receive a copy of your transaction history.**

#### 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. Anytime 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.**

Replacement Card Fee/SVC CHG REISSUE CARD (Standard Delivery 7-10 business days; **Expedited Card Fee available for an additional fee)	\$10.00 (per Card; when Card is reissued or replace for any reason with standard delivery)
**Expedited Card Fee/DBT ADJ OTHER (3 business day delivery)	\$20.00 per request (an additional fee when a Card is reissued or replaced for any reason with requested expedited delivery)
*Invalid Merchant Fee/INVALID MERCHANT FEE	25% of your total purchase price
Currency Conversion Fee/SVC CHG INTRNTL TRN	2% of transaction amount

\* Assessed if you use the Card to make a purchase at a non-participating merchant. For a complete list of participating merchants, please refer to your program documents or visit [www.performanceplusaward.com](http://www.performanceplusaward.com)

\*\*Expedited Card Fee/ DBT ADJ OTHER is an additional fee for requested expedited, 3 day delivery for a Card that is reissued or replaced for any reason. \$10.00 fee to replace card still applies.

#### 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) 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 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, you do not have 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 stated 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 X-XXX-XXX-XXXX or visit [www.consumercardaccess.com/storevalue](http://www.consumercardaccess.com/storevalue). Under MasterCard Rules, you will not be held responsible for unauthorized transactions if you used reasonable care in protecting the Card from loss or theft and you promptly reported to us when you knew that the MasterCard Card was lost or stolen. Zero Liability does not apply to MasterCard payment cards used for commercial purposes or anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us).

If the Card has been lost or stolen, we will close the Card Account to keep losses down and will send a replacement card. There is a fee for replacing the Card. For information about the fee, see the section labeled "Fee Schedule."

#### 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.

#### 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.consumercardaccess.com/storevalue](http://www.consumercardaccess.com/storevalue), and any such amendment shall be effective upon such posting to that website. The current Agreement is available at [www.consumercardaccess.com/storevalue](http://www.consumercardaccess.com/storevalue). 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 Errors

In the case of a discrepancy or questions about the Card Account transaction(s), call 1-XXX-XXX-XXXX, write to 4600 Westown Parkway, West Des Moines, IA, 50266 as soon as you can. You must contact us no later than sixty (60) 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-XXX-XXX-XXXX or writing to 4600 Westown Parkway, West Des Moines, IA, 50266.

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 sixty (60) 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. Our investigation may up to one hundred and twenty (120) days from the transaction settlement date. If we ask you to put details in writing and you do not provide them within sixty (60) 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.

We will tell you the results in writing after completing our investigation. If we determine a discrepancy occurred we will correct the discrepancy promptly and credit the Card Account. If we decide there was no discrepancy, we will send you a written explanation.

#### 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.

#### Customer Service

For customer service or additional information regarding the Card, please contact: Store Value Prepaid MasterCard

P.O. Box 5022  
Sioux Falls, SD 57117  
1-XXX-XXX-XXXX

Customer Service agents are available to answer your calls:  
24 Hours a day, 7 days a week, 365 days a year.

**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 the Card.

**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.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. CALL XXX-XXX-XXXX TO CANCEL THE CARD AND MAKE ALTERNATE ARRANGEMENTS TO RECEIVE THE FUNDS ASSOCIATED WITH THE CARD ACCOUNT.**

This Cardholder Agreement is effective (03/2016)