

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

**Terms and Conditions/Definitions for the Travel EMV Card Prepaid MasterCard®**

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the Travel EMV Card Prepaid MasterCard has been issued to you by The Bancorp Bank, Wilmington, Delaware (“The Bancorp Bank” or “Issuer”). The Issuer is an FDIC insured member institution. “Card” means the Travel EMV Card Prepaid MasterCard 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. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. 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 1-855-898-0087. You will need to provide your Card number and the last four (4) digits of your Social Security number for verification of your identity.

**Personal Identification Number**

After you activate your Card via the customer service number, 1-855-898-0087, you will be prompted to hear your PIN. 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.” Your Card contains EMV technology, also known as “Chip and PIN”. This allows you to use the Card in a Chip reader terminal in addition to the common magnetic swipe terminal. The Chip technology is currently used by merchants outside of the U.S. Should your PIN be entered incorrectly three times in a twenty-four (24) hour period, at any terminal in the U.S. or abroad, your PIN will become blocked and unusable. To maintain the security of the Card, you can only unblock or change your assigned PIN at an Automated Teller Machine (“ATM”) that supports the PIN unblock and change functions. These ATMs are presently available outside of the U.S. To avoid blocking your PIN while using your Card in the U.S., please keep your PIN in a safe place and avoid entering it incorrectly multiple times. At any time, you can call Customer Service at 1-855-898-0087 to hear your assigned PIN. You will need to provide your Card number and the last four (4) digits of your Social Security number for verification of your identity.

**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, 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. Each family member must have their own Card Account.

**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 United States 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 MasterCard®, Cirrus®, or NYCE® Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM. The maximum cumulative amount that may be withdrawn from an ATM per day is \$400.00. The maximum cumulative amount that may be withdrawn through a participating bank (over the counter withdrawal) is \$5,000.00. Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per day.

**Loading Your Card**

You may add funds to your Card, called “value loading” at any time. The Card must be loaded for at least the minimum amount at the time the Card is purchased at the branch location. The minimum amount of the initial value load and value reload is \$100.00 via bank or online via the consumer website. The minimum amount of the value reload via the Green Dot® MoneyPak® is \$20.00. The maximum amount of the initial value load is \$5,000.00 via bank. The maximum amount of each value reload is \$5,000.00 via the bank. The maximum amount of value reload is \$1,000.00 by purchasing a Green Dot MoneyPak. The maximum number of times you may load your Card per day is two (2) and per week is five (5) at the bank or online at [www.PpdTravelEMV.com](http://www.PpdTravelEMV.com). The maximum number of times you may load your Card via MoneyPak is one (1) time per day and three (3) times per week. You may add value or load your Card via the website, [www.PpdTravelEMV.com](http://www.PpdTravelEMV.com) using a registered funding source; returning to a branch of the financial institution where the Card was purchased; or via the Green Dot Money Pak at retailers nationwide. Reloads performed online using your registered bank account may take three to five (3-5) business days to be applied; cash reloads in branch may take from one to six (1-6) hours to appear on your Card; Green Dot reloads are performed with a MoneyPak that is purchased at the retailer, and you must use the internet after the purchase to have the funds loaded to the Card. Once the reload is complete on the MoneyPak website, the funds are immediately available. 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.

**Using Your Card/Features**

The maximum amount that can be spent on your Card per day is \$5,000.00. The maximum value of your Card is restricted to \$5,000.00. You may use your Card to purchase or lease goods or services everywhere Debit MasterCard, or NYCE® cards are accepted as long as you do not exceed the value available on 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 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 merchant may preauthorize the transaction amount up to \$99.00 or more. If your Card is declined, even though you have sufficient funds available, 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 merchant may preauthorize the transaction amount for the purchase amount plus up to 15% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. 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. During the hold period, you will not have access to the preauthorized amount.**

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 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 value available in 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 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.

#### 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 is not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that 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, please return to a branch of the financial institution where the Card was purchased to obtain an immediate replacement, or contact us at 1-855-898-0087 to request a replacement Card be mailed to you. You will be required to provide personal information which may include your Card number, full name, transaction history, etc. There is a fee for replacing your Card. Refer to the fee schedule provided within this document.

#### Card Transfers

You have the option to transfer funds between Card Accounts within this program. If your spouse or other family member gets a Travel EMV Card Prepaid MasterCard, you can visit [www.PpdTravelEMV.com](http://www.PpdTravelEMV.com) to set up the Card Account relationships and perform Card to Card transfers between your Card Accounts. You can perform one (1) transfer per day from your Card. The maximum amount allowed is \$300.00 per transaction.

#### Transactions Made In Foreign Currencies

If you obtain your funds or 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 MasterCard International Incorporated 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 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 obtain your 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 1% 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.

#### 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 your Card Account available balance. 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 1-855-898-0087. This information, along with a sixty (60) day history of Card Account transactions, is also available online at [www.PpdTravelEMV.com](http://www.PpdTravelEMV.com). You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling 1-855-898-0087 or by writing us at P.O. Box 5017, Sioux Falls, SD 57117-5017. However, there is a fee for this service. 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.**

IVR Call Fee:	\$0.50	per call to IVR; first (1) call waived each month
ATM Withdrawal Domestic Fee:	\$2.00	per withdrawal; first (1) withdrawal waived each month
ATM Withdrawal International Fee:	\$2.25	per withdrawal; first (1) withdrawal waived each month
ATM Balance Inquiry Fee:	\$1.00	per transaction via ATM; no charge via <a href="http://www.PpdTravelEMV.com">www.PpdTravelEMV.com</a>
Rush Shipping Fee:	\$12.00	per request, per shipment by a carrier other than standard U.S. Postal mail
Inactivity Fee:	\$ 2.50	per month; assessed the beginning of the month immediately following ninety (90) days of no transactional activity (any use of your Card for a purchase, cash, load, unload, or transfer of funds; excludes any fees assessed)
Value Load, Unload, or Transfer Fee:	\$1.00	per occurrence*
Value Load (Branch location) Fee:	\$1.00	per occurrence**
Live Agent Customer Service Fee:	\$1.50	per call, first (1) call waived each month
Over the Counter Withdrawal Fee:	\$10.00	per withdrawal
Lost / Stolen Card Replacement Fee:	\$10.00	per occurrence***
Card Account Closure Fee:	\$5.00	upon request to close account and obtain a balance refund
Paper Statement Fee:	\$2.00	per month requested from Customer Service
Foreign Currency Conversion Fee:	1%	of transaction amount, per International Transaction

\*Reloads via a Retail reload network are subject to additional fees collected by the merchant.

\*\*Reloads at a branch are subject to additional fees up to \$2.00 that may be charged by the branch location.

\*\*\*Card replacement at a branch is subject to additional fees up to \$5.00 that may be charged by the branch location.

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.

#### **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) 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 us at 1-855-898-0087. Under MasterCard Rules, your liability for unauthorized MasterCard transactions on your Card Account is \$0.00 if you notify us within two (2) business days and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. This reduced liability does not apply if a PIN is used as the method of verification for a disputed transaction or you have reported two (2) or more incidents of unauthorized use in the immediately preceding twelve (12) month period. If you notify us within two (2) business days 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 in writing 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 and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to keep losses down.

#### **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. 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 cancellation 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 for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There is a fee for this service. Please refer to the fee schedule above. 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 1-855-898-0087 or write to Cardholder Services, Travel EMV Card, P.O. Box 5017, Sioux Falls, SD 57117-5017 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 may request a written history of your transactions at any time by calling us at 1-855-898-0087 or writing us at Cardholder Services, Travel EMV Card, P.O. Box 5017, Sioux Falls, SD 57117-5017. You will need to tell us:

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

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 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 listed at the beginning of this section. If you need more information about our error-resolution procedures, call us at 1-855-898-0087 or visit [www.PpdTravelEMV.com](http://www.PpdTravelEMV.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.

**Customer Service**

For customer service or additional information regarding your Card, please contact us at:

Travel EMV Card Prepaid MasterCard

P.O. Box 5017

Sioux Falls, SD

57117-5017

1-855-898-0087

Customer Service agents are available to answer your calls, 365 days a year; 24 hours a day.

**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 any additional cardholders designated by you; iv) your purchase of the Card; v) your usage of the Card; vi) the amount of available funds in the Card Accounts; vii) advertisements, promotions or oral or written statements related to the Cards, as well as goods or services purchased with the Card; viii) the benefits and services related to the Cards; or ix) transaction 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 these organizations, contact them as follows: AAA, at 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. SAVE YOUR RECEIPT AND CALL US AT 1-855-898-0087 TO CANCEL YOUR CARD AND TO REQUEST A REFUND.**

This Cardholder Agreement is effective 08/2013