

## PREPAID MASTERCARD® CARDHOLDER AGREEMENT

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the Prepaid Mastercard (the “Card”) has been issued to you by The Bancorp Bank, a Delaware state-chartered bank, Member FDIC (the “Issuer”). “You,” “your,” or “Cardholder” mean the person or persons who receive the Card and are authorized to use it as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees, and as applicable, the Program Manager. “Program Manager” means Swift Prepaid Solutions dba daVinci Payments, the entity providing certain services for sponsoring, servicing and/or managing the Card program on our behalf. “Program Sponsor” means the corporate entity responsible for sponsoring and funding the Card program. You have received this Card as a gratuity without the payment of any monetary value or consideration. You have been authorized by the Program Sponsor to spend the funds on the Card, subject to the expiration of the funds and other limitations, but you are not the owner of the Card or the underlying funds. Your failure to activate and use the Card will result in the loss of all right, title and interest in the Card and the underlying funds. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front or back 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 on the Card. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is non-transferable 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, and we may close it if we determine it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement. 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. **THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. THIS PROVISION MAY SUBSTANTIALLY LIMIT YOUR RIGHTS IN THE EVENT OF A CLAIM. SEE BELOW UNDER “ARBITRATION” FOR DETAILS.**

**Customer Service:** For customer service or additional information regarding the Card, please contact either: (1) [www.prepaiddigitalsolutions.com](http://www.prepaiddigitalsolutions.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. 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. 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.

**Activating the Card:** If indicated on the sticker on the front of the Card, the Card must be activated before it can be used. The sticker will note if the Card can be activated on a particular website or by calling a listed phone number. If no sticker is present on the front of the Card stating activation is necessary, the Card will be active when it is received and can be used immediately upon receipt. By activating, registering for, accepting or using 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); and (ii) you received a copy of this Agreement, and understand and agree that the terms of the Agreement are binding.

**Registering The Card:** Before you use the Card, 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. Additionally, some online, mail and telephone order merchants may require that certain personal information, such as the Cardholder’s name and address, be on file with the Issuer prior to approving purchases. If the Card is not registered in advance, these merchants might decline the purchase even though there are sufficient funds on the Card.

**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.prepaiddigitalsolutions.com](http://www.prepaiddigitalsolutions.com). The PIN may be used to make purchase transactions instead of signing for your transaction. 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 anyone has gained unauthorized access to the PIN, contact Customer Service immediately.

**Authorized Use:** 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. In order to terminate the other person’s authority to use the Card, you must either get the Card back or call us to deactivate the Card. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

**Loading and Using the Card:** You may not load funds to the Card. The Program Sponsor is responsible for loading funds onto the Card. You may not authorize any external loads to your Card. The Program Sponsor alone may load additional funds to the

Card, depending on the terms and conditions of the program as set forth by the Program Sponsor. The terms of any load from the Program Sponsor to you, including whether the money belongs to you and is the correct amount, are matters between you and the Program Sponsor. We are not responsible for resolving any disputes between you and the Program Sponsor. The Card is reloadable after the initial loading, unless otherwise indicated on the card plastic. 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. For Card balance information, please call our phone number or visit the website. 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. 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 use the 16-digit 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. **Card 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, with or without prior notice, limit the type, amount, or number of transactions you can make on the Card. You may not use the Card for any illegal transaction. **We may increase, reduce, cancel, or suspend any of the restrictions or add new ones at any time.** The Card cannot be redeemed for cash. Each time you use the Card, you authorize us to reduce the available value of the Card by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount on the Card 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.

**Preauthorized Transactions:** The Card cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers, or recurring transactions or subscriptions. If presented for payment, preauthorized direct debits will be declined and payment to the merchant or provider will not be made. You are not authorized to provide the combination of the Issuer’s bank routing number and the Card number to anyone. **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 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 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.

**Merchant Discrepancies, 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. Any Merchant discrepancies, returns, or refunds must be addressed and handled directly with the merchant from whom the transaction posted or those goods or services were provided.

**Card Expiration and Replacement:** **The funds on the Card expire when the Card expires.** You should use the funds on the Card before Card expiration, as the funds will not be made available to you after the Card expires. We are not responsible for replacing funds that may have expired. Replacement Cards will not be made available. The Card will expire no sooner than the date printed on the Card. If you need to replace the Card for any reason, please contact Customer Service 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 Fee Schedule for details.

**Fee Schedule:** The Fee Schedule is located on the back of the Card carrier or attached in the Card package as a separate document.

**Foreign Transactions:** You may use the Card to purchase or lease goods or services everywhere Debit Mastercard or NYCE® cards are accepted as long as you do not exceed the available value of the Card, and other restrictions do not apply. Those other restrictions include barring transactions at select merchants or in specific countries, and may be printed on the Card. 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 at a percentage of the transaction amount disclosed in the fee schedule 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.

**Card Balance/Transaction History:** You are responsible for keeping track of the available balance of the Card. 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 on the Card, as well as a history of transactions, by calling our phone number or visiting the website.

**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 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) as otherwise necessary to fulfill our obligations under this Agreement.

**Our Liability:** We do not guarantee, and we are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Card. Further, we will not be liable for the failure to complete a transaction made with the Card, 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.

**Unauthorized Transactions:** In the case of lost or stolen cards, a discrepancy or questions about the Card transaction(s), contact Customer Service 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. If the Card has been lost or stolen, we may close the Card to keep losses down. If the Card is registered and has a balance remaining, we will send a replacement Card. 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 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).

**Other Miscellaneous Terms:** This Agreement, including the Fee Schedule, constitutes the entire agreement between you and us with respect to your Card and our relationship regarding your Card, and supersedes all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with these subjects. 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, and any such amendment shall be effective upon such posting to that website. 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 this Card program is cancelled, closed, or terminated, we will send you prior notice in accordance with applicable law. Any unused funds will be returned to the Program Sponsor.

**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.

**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 on the Card; 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 866-230-3809 TO CANCEL THE CARD.**

This card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Mastercard International Incorporated.

This Cardholder Agreement is effective 11/2021 (RID 26044)