

CARDHOLDER AGREEMENT
IMPORTANT – PLEASE READ CAREFULLY

CUSTOMER SERVICE CONTACT INFORMATION:

Card Program	rapid! PayCard® Visa® Payroll Card
Address	P.O. Box 551617 Jacksonville, FL 32255
Card Program Website	www.rapidfs.com
Customer Service Phone Number	1-888-RAPID-14 or 1-888-727-4314
Hours of Operation	24 hours a day, 7 days a week

THIS CARDHOLDER AGREEMENT CONTAINS AN ARBITRATION CLAUSE REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

1. Terms And Conditions/Definitions For The rapid! PayCard Visa Payroll Card

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the rapid! PayCard Visa Payroll Card has been issued to you by The Bancorp Bank, Wilmington, Delaware (“Bank”). The Bank is an FDIC insured member institution. “Card” means the rapid! PayCard Visa Payroll Card issued to you by the 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 the Bank maintains 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 Bank, our successors, affiliates, or assignees. Green Dot Corporation is the entity managing the Card program (“Program Manager”). You acknowledge and agree that the value available in the Card Account is limited to the funds you have loaded or that have been loaded onto 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 the 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 remains the property of the Bank 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 the Bank may close your Card Account if it is determined it is being used for business purposes. The Bank may refuse to process any transaction that it is believed may violate the terms of this Agreement.

The Bank’s 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.

2. 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, Social Security Number, 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.

3. Activate The Card

You must activate the Card before it can be used. You may activate the Card by calling Customer Service or online at www.rapidfs.com (the “Card Program Website”). You will need to provide personal information in order to verify your identity.

4. Personal Identification Number

You will not receive a Personal Identification Number (“PIN”) with your Card. However, you will be prompted to select a PIN when you activate your Card. See the activation instructions in Section 3 above. 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 Section 26 below.

5. Authorized Card Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number(s), we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

6. Companion Cardholder

You may request an additional Card for another person (a “Companion Card”). The maximum number of Companion Cards permitted is six (6). You must notify us to revoke permission for any person you previously authorized to use a Companion Card. If you notify us to revoke another person’s use of a Companion Card, we may revoke your Card and issue a new Card with a different number. You remain liable for any and all usage of a Companion Card you authorize. A fee may be assessed for expedited production or delivery of a Companion Card; for more information about applicable fees, see Section 23 below.

7. 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 lawfully residing in the fifty (50) states of the United States (“U.S.”) or the District of Columbia; (iii) you have provided us with a verifiable street address (not a P.O. Box) in the U.S. or the District of Columbia; (iv) the personal information 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.

8. General Limits On The Use Of The Card

LIMITS ON BALANCE, LOADS, WITHDRAWALS, AND SPENDING		
Balance and Load Limits	Limit*	Frequency*
Maximum Card balance at any time	\$15,000	Not applicable
Maximum daily credits	\$10,000	5 per day
Cash loads**	\$950 per day \$9,500 per 30 calendar days	4 per day 10 per 30 calendar days
Remote check deposit	\$2,500 per check \$5,000 per day	3 per day
Withdrawal Limits		
Maximum amount of Automated Teller Machine (“ATM”) cash withdrawals**	\$1,025 per transaction or day	3 per day
Maximum amount of teller cash withdrawals**	\$5,050 per day	5 per day
Maximum amount of Card-to-Card transfers	\$5,000 per day	2 per day
Spending Limits		
Maximum amount of point-of-sale (“POS”) signature**	\$ 5,050 per day	25 per day
Maximum amount of POS PIN transactions (including cash-back POS transactions)**	\$ 5,050 per day	25 per day
* For purposes of the limits described in this Section 8, “day” means a rolling 24-hour period, except as otherwise expressly stated. ** Third parties, such as ATM owners or operators, bank tellers, and merchants, may impose additional limitations.		

In addition, to prevent fraud and maintain the security of the Card Account, additional limits apply to the use of the Card. For fraud and security reasons, additional limits may be imposed at any time and without notice, on the amount, number,

and type of transactions you can make with the Card and on any funding or loading of the Card. The Bank may refuse to process any transaction that it is believed may violate the law or the terms of this Agreement.

9. Cash Access

With your PIN, you may use the Card to obtain cash from ATMs and POS devices, as permissible by a merchant, bearing the participating network acceptance mark(s). To obtain a list of participating networks, log in to your account at www.rapidfs.com or call Customer Service. All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM and withdraw funds from a participating bank (a "teller cash withdrawal"). Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per day. See Section 8 above for more information about transaction limits.

10. Loading The Card

Subject to the limitations described in Section 8 above, your employer may load funds to your Card. In addition, subject to the limitations described in Section 8 above, you may load funds to the Card at any time by: (i) authorizing a deposit through the Automated Clearing House ("ACH") network (e.g., direct deposit of your wages, government benefits, and tax refunds); (ii) tendering cash at an authorized reload location (a list of locations is available after you log in to your account on the Card Program Website or by calling Customer Service); (iii) receiving funds from another Card through use of the Card-to-Card transfer service ("Card-to-Card Transfer Service"), which allows the transfer of funds between Card Accounts at the Card Program Website; and (iv) depositing eligible checks using a third-party mobile check load provider's service, such deposits being subject to the third-party provider's terms and conditions, which may be amended from time to time (see Section 11 below for more information). For more information about direct deposit transactions, see Section 12 below. Cash reloads will generally be available in the Card Account within ten (10) minutes of completing the transaction at an authorized reload location. Funds transferred using the Card-to-Card Transfer Service will generally be available in the Card Account within five (5) minutes of when the sender completed the transaction. If you arrange to have funds transferred directly to the Card from a third party through an ACH credit, you must provide the third party with the Bank's routing number and the direct deposit account number assigned to the Card Account. Obtain these numbers by logging in to your account on the Card Program Website or by contacting Customer Service. The 16-digit number embossed on the Card cannot be used for direct deposit transactions. You may be required to present the Card and satisfy certain identification requirements in order to complete a load transaction.

At our discretion, a load in excess of the limits described in Section 8 above, including the maximum value limit, may be allowed to post to the Card Account. However, if such a load is allowed on one occasion, there is no guarantee that any load(s), in any form, in excess of the disclosed limit will be allowed in the future. The Bank will not accept personal checks, cashier's checks, or money orders for deposit to the Card Account. All such checks and money orders sent to the Bank will be returned unless the full amount may be applied toward 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 Bank.

11. Remote Check Deposit

You may load a check made out to you as the payee into your Card Account by downloading the rapid!Access mobile app to your mobile device and following the instructions provided in the app. The load process will require you to submit an image of the check along with your 13-digit direct deposit account number.

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

12. Direct Deposits

If you have arranged to have direct deposits made to the Card Account at least once every sixty (60) days from the same person or company, the person or company making the payment should tell you every time they send the direct deposit to the Card Account. You can also call Customer Service to find out whether or not the deposit has been made. Funds from direct deposits will generally be available on the day the Bank receives the transfer. In case of transmission error or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five (5) business days after the Bank receives the transfer. At our discretion, the Bank reserves the right to reject or limit transfers made by direct deposit and may reject or suspend any direct deposit that has identifying information that does not match the identifying information (such as name or Social Security Number) that is on file for you.

13. Preauthorized Transfers

The Bank's routing number and the 13-digit direct deposit account number cannot be used by merchants, Internet service or other utility service providers, or other payees (each, a "Merchant") to debit funds from the Card Account. If presented for payment, these debit transactions will be declined and payment to the Merchant will not be made. The Bank's routing number and the 13-digit direct deposit account number are to be used only for the purpose of initiating direct deposits to the Card Account. You are not authorized to provide the Bank's routing number and the 13-digit direct deposit account number to anyone other than your employer or a payer.

You may, however, arrange to make recurring payments to Merchants using the 16-digit number embossed on the Card or the bill pay services made available through our third-party service provider.

Right to Stop Payment and Procedure for Doing So: To stop a recurring payment to a Merchant you have preauthorized to debit the Card Account, you should first contact the Merchant to request the recurring payment be cancelled. If you arranged for recurring payments to a Merchant using the bill pay service available through the third-party service provider, you should first contact the applicable third-party service provider to cancel the recurring payment.

If the Merchant or bill payment service provider with whom you have arranged recurring payments from the Card Account is unable or unwilling to stop the payment, you can stop these payments. Here's how: Call or write to Customer Service to request a stop on such payment in time for us to receive your request at least three (3) business days before the payment is scheduled to be made. If we do not receive your request at least three (3) business days before the scheduled payment date, we may attempt, in our sole discretion, to stop the payment. However, we assume no responsibility for our failure or refusal to do so, even if we accept your stop payment request. If you call, we may also require you to put your stop payment request in writing and get it to us within fourteen (14) days after you call. If we do not receive the written request within fourteen (14) days after you call, we may honor subsequent payments from the Card Account. Unless you tell us that all future payments to a specific recipient are to be stopped, we may treat your stop-payment order as a request concerning one (1) specific payment only. There is a fee associated with each stop payment order you give. For information about the fee, see Section 23 below.

Notice of Varying Amounts: If recurring payments you authorize might vary in amount, the person you are going to pay should tell you the payment date and the amount of the payment at least ten (10) days before each payment is scheduled to take place. Please note that the person you are going to pay may give you the option of receiving notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside of certain limits that you set.

Liability for Failure to Stop Payment of Preauthorized Transfer: If you order us to stop a preauthorized payment from the Card Account at least three (3) business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages to the extent provided in this Agreement or required by law.

14. Using The Card/Features

Subject to the limitations described in Section 8 above and other terms and conditions set forth in this Agreement, you may use the Card to purchase or lease goods or services everywhere Visa debit cards are accepted as long as you do not exceed the available value of the Card Account and other restrictions (*see examples described below*) do not apply. Some merchants do not allow cardholders to conduct split transactions by using the Card as partial payment for goods and services and paying 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 or dipping the Card, the Card is likely to be declined.

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 you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use the Card at a restaurant or 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 places 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 hold on the preauthorized amount 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.

Except as expressly provided in both the "*Right to Stop Payment and Procedure for Doing So*" subsection of Section 13 above, and also in Section 15 below, 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 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.

If you use the 16-digit number embossed on the Card 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 Account 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 using the Card. You may not use the Card for illegal online gambling or any other 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 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. Nevertheless, if a transaction exceeds the available balance of funds on the Card, you remain fully liable to us for the amount of the transaction and any fees, if applicable.

We may decline to complete or delay a transaction related to the Card Account if: (i) we believe it may involve or result in a violation of applicable law or expose us to liability or risk of loss; (ii) the transaction instructions or authorization are unclear, ambiguous, or incomplete; (iii) we identify a fraud or security risk involving the transaction; or (iv) as otherwise stated in this Agreement. We are not responsible for any losses or damages that may result from our delay or

cancellation of a transaction or for any failure to notify you of such delay or cancellation, except as otherwise expressly provided in this Agreement.

15. Bill Pay Service

You may pay bills online using the Card Account. To do so, you must first register for the bill pay service ("Bill Pay") at the Card Program Website.

Bill Pay is provided by a third-party service provider. To use Bill Pay, you must agree to the terms and conditions the service provider has established and may amend from time to time. These terms and conditions, including any applicable fees, will be provided to you when you register for the service.

Canceling a Bill Pay payment: You may cancel a single or recurring Bill Pay payment after it is scheduled, but before it is submitted for processing. Here's how: Call Customer Service prior to 8:00 p.m. CT to cancel the payment or cancel the payment on the Card Program Website. You understand and agree that once a Bill Pay payment is submitted for processing, it cannot be cancelled. If a Bill Pay payment has been submitted for processing, you must contact the payee directly if you want to try to reverse it. Bill Pay fees are not refunded if pending Bill Pay payments are cancelled, and a cancellation fee may apply. For more information on how to stop recurring payments, other than Bill Pay payments, see the "*Right to Stop Payment and Procedure for Doing So*" subsection of Section 13 above.

16. Non-Visa Debit Transactions

Procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions were processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or a non-Visa debit transaction. To obtain a list of non-Visa networks, visit www.rapidfs.com or call Customer Service.

The merchant is responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if it supports the option. Please be advised that should you choose to use a network other than Visa 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 by another network. Please refer to Section 26 below for a description of the rights and protections applicable to Visa debit transactions and non-Visa debit transactions.

To initiate a Visa debit transaction at a POS, swipe or dip the Card at the POS terminal, sign the receipt, or provide the 16-digit number embossed on the Card for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at a POS, enter your PIN at the POS terminal or provide the 16-digit number embossed on the Card 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.

17. Returns And Refunds

If you are entitled to a refund for any reason for goods or services purchased 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 Bank nor Program Manager is responsible for the delivery, quality, safety, legality, or any other aspects of goods or services you purchase from merchants with the Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

18. Card Replacement

If you need to replace the Card, or any Companion Card, for any reason except at Card expiration, please call Customer Service to request a replacement Card. You will be required to provide personal information which may include the 16-digit number embossed on the Card, your full name, transaction history, and copies of acceptable identification. You must activate any replacement Card before it can be used by following the activation instructions provided with the replacement Card, and by providing the requested personal information so we can verify your identity. A fee may be assessed for expedited production or delivery of a replacement Card; for more information about the delivery options and applicable fees, see Section 23 below. For information on replacing an expired Card, see the Section 19 below.

19. Expiration

The Card will expire no sooner than the date printed on the front of it. **The funds on the Card do not expire.** You will not be able to use the Card after its expiration date; however, a replacement Card will automatically be mailed to you prior to the expiration of the soon-to-expire Card. If you need a replacement Card for any reason other than the Card's expiration, you may request one at any time by following the procedures in Section 18 above.

20. Transactions Made In Foreign Currencies

If you obtain funds or make a purchase in a currency other than U.S. dollars, the merchant, network, or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then-current policies. Visa currently uses a conversion rate that is either: (i) selected from a range of rates available in the wholesale currency markets (note: this rate may be different from the rate the association itself receives); or (ii) a government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to the Card Account. In addition to the conversion rate, the Bank will impose a charge equal to 1% of the transaction amount (including credits and reversals) for each transaction (U.S. or foreign currency) that you conduct outside the U.S.

21. 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.

22. Card Account Balance And Transaction History

You are responsible for keeping track of the available balance of the Card Account. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in the Card Account by calling Customer Service. This information, along with a twelve (12) month history of Card Account transactions, is also available online at the Card Program Website. You also have a right to obtain at least twenty-four (24) months of written Card Account transactions by calling or by writing to Customer Service. You will not be charged a fee for this information unless you request it more than once per month, see Section 23 below. You will not automatically receive periodic statements for the Card.

23. Fee Schedule

Fees associated with the primary Card are printed on your Card carrier (which is incorporated by reference into this Agreement). The Card carrier is the document your Card was physically attached to at the time you received it. Fee information is also available at www.rapidfs.com. 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 obtain a Companion Card the following fees will apply to the use of the Companion Card:

List of all fees for rapid! PayCard Visa Payroll Card Companion Card

All fees	Amount	Details
Spend money		
Per purchase decline	\$0.50	It is assessed when a transaction is declined due to insufficient funds in your Card account.
Per purchase with PIN	\$0	It is assessed each time the Card is used for a transaction using your PIN. This fee is waived if you are enrolled in the Unlimited Purchase Plan.
Bill payment (regular delivery)	\$0.99	Assessed for each bill payment request. Available at www.rapidfs.com after account login.
Bill payment reversal	\$1.50	Assessed for each bill pay transaction payment that is declined. You may also be charged a fee by the payee, even if you do not complete a transaction.
Get cash		
ATM withdrawal (in-network)	\$0	Assessed for each ATM withdrawal in and outside the U.S. using the Allpoint® network ATMs. Fee is waived for first ATM withdrawal following your payroll deposit. Locations can be found at www.rapidfs.com .
ATM withdrawal (out-of-network)	\$1.50	Assessed for each ATM withdrawal outside the Allpoint network ATMs. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Teller cash withdrawal	\$0	Assessed when you withdrawal cash via a teller at a participating bank.
Teller cash withdrawal decline	\$0.50	It is assessed when a transaction is declined due to insufficient funds in your Card account.
ATM withdrawal decline (in-network)	\$0.75	Assessed when an ATM cash withdrawal at an Allpoint network ATM is declined in and outside the U.S. due to insufficient funds in your Card account. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
ATM withdrawal decline (out-of-network)	\$0.75	Assessed when an ATM cash withdrawal outside the Allpoint network ATMs are declined in and outside the U.S. due to insufficient funds in your Card account. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
ATM balance inquiry		
Balance inquiry (in-network)	\$0.75	Assessed for each balance inquiry in and outside the U.S. using the Allpoint network ATMs. Locations can be found at www.rapidfs.com
ATM balance inquiry (out-of-network)	\$0.75	Assessed for each balance inquiry outside the Allpoint network ATMs. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Using your card outside the U.S.		
International purchase with PIN	\$0.50	It is assessed each time the Card is used for an international purchase transaction with your PIN.
International purchase decline	\$0.50	Assessed when you attempt a transaction, but the transaction is declined due to insufficient funds in your Card account.
International ATM withdrawal (out-of-network)	\$3.50	Assessed for each ATM withdrawal outside the Allpoint network ATMs. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.

International ATM withdrawal decline (out-of-network)	\$0.75	Assessed when an ATM cash withdrawal is declined due to insufficient funds in your Card account outside the Allpoint Network ATMs. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
International ATM balance inquiry (out-of-network)	\$0.75	Assessed for each balance inquiry outside the Allpoint network ATMs. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Other		
Mailed transaction history	\$1.50	Assessed when a written transaction history is requested. First request per month, the fee is waived.
Card-to-Card transfer	\$1.00	It is assessed when you transfer funds to another Card account.
Send funds to Bank Account	\$1.50	It is assessed when you transfer funds to a Bank account.
Check created by cardholder services	\$2.99	It is assessed when cardholder services creates and mails a check.
Replacement Card	\$10.00	Per Card replaced on a standard basis with standard delivery (up to 7 business days)
Replacement Card (standard production with overnight delivery)	\$25.00	Per Card replaced on a standard basis with overnight delivery (up to 3 business days; no weekend delivery).
Replacement Card (expedited production with overnight delivery)	\$40.00	Per Card replaced on an expedited basis with overnight delivery (up to 2 business days; no weekend delivery).
Replacement Card (expedited production with Saturday delivery)	\$50.00	Per Card replaced on an expedited basis with Saturday delivery (up to 2 business days, with Saturday delivery).

24. 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, and attorneys, as needed;
- (6) In order to identify, prevent, investigate, or report possible suspicious or illegal activity; and
- (7) Otherwise as necessary to fulfill our obligations under this Agreement.

25. Our Liability For Failure To Complete Transactions

If we do not properly complete a transaction to or from the Card on time or in the correct amount according to this Agreement, we may 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 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 the Card has been blocked after you reported the Card lost, stolen, or compromised;
- (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 this Agreement.

26. Your Liability For Unauthorized Transfers

Contact us AT ONCE if you believe the Card has been lost or stolen or used without your permission or if you believe anyone has gained unauthorized access to your PIN. Telephoning is the best way to minimize your 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 us at the Customer Service telephone number shown at the beginning of this Agreement. 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 the identity of the cardholder has been registered with us). You must notify us immediately of any unauthorized use. In the event the Visa Zero Liability Rules do not apply, if you notify us within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used the Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of the Card and we can prove that we could have stopped

someone from using the 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 transaction history shows transactions that you did not make, notify us at once following the procedures stated in Section 29 below. If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the transaction history was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If the Card has been lost or stolen, we will close the Card Account to keep losses down and will send a replacement Card. A fee may be assessed for expedited production or delivery of a replacement Card; for more information about the delivery options and applicable fees, see Section 23 below.

27. 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.

28. Amendment And Cancellation

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on the Card Program Website, and any such amendment shall be effective upon such posting to the Card Program Website. The current Agreement is available on the Card Program 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 the Card Account is cancelled, closed, or terminated for any reason, you may request that the unused balance be refunded to you. For security purposes, you may be required to supply identification and address verification documentation prior to being issued a refund. In the event the Card program is cancelled, closed, or terminated, we will send you prior notice in accordance with applicable law. The notice will contain specific information and instructions, including how and when you may receive a refund of any remaining Card Account balance. The Bank reserves the right to refuse to return any unused balance amount less than \$1.00. Allow up to thirty (30) days for processing and standard mail delivery of a paper check.

29. Information About Your Right To Dispute Errors

In case of errors or questions about the Card Account, call or write to Customer Service at the contact information provided at the beginning of this Agreement if you think an error has occurred on the Card Account, or if you need more information about a transaction listed on the transaction history or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access the Card Account, if the error could be viewed in your electronic transaction 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 or writing to Customer Service at the telephone number or address shown at the beginning of this Agreement. When notifying us, you will need to tell us:

1. Your name and the 16-digit number embossed on the Card;
2. Why you believe there is an error and the dollar amount involved; and
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 the 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 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 the Card.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Card Accounts, we may take up to twenty (20) business days to credit the 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. To request copies of the documents that we used in our investigation or if you need more information about our error-resolution procedures, call or write to the Customer Service at the telephone number or address shown at the beginning of this Agreement.

30. 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.

31. 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.

32. 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.

33. Arbitration

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

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

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

For a copy of the procedures, to file a Claim, or for other information about this organization, contact it at: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 or at 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 this 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 CUSTOMER SERVICE TO CANCEL THE CARD AND TO REQUEST A REFUND, IF APPLICABLE.

This Cardholder Agreement is effective 3/2019.