

# Cardholder Agreements

Click within one of the boxes below to review your Cardholder Agreement

Sunrun Reward Cards that start with 4099. The Visa® Reward Card is issued by The Bancorp Bank pursuant to a license from Visa U.S.A. Inc. and cards can be used everywhere Visa debit cards are accepted.

Sunrun Virtual Reward Account that start with 4099. The Visa® Virtual Account is issued by The Bancorp Bank pursuant to a license from Visa U.S.A. Inc. and virtual account can be used online everywhere Visa debit are accepted.

Sunrun Reward Cards that start with 4867. The Visa® Reward Card is issued by The Bancorp Bank, N.A. pursuant to a license from Visa U.S.A. Inc. and cards can be used everywhere Visa debit cards are accepted.



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**CARDHOLDER AGREEMENT IMPORTANT – PLEASE READ CAREFULLY**  
**Terms and Conditions/Definitions for the Visa® Reward Card. The Visa Reward Card is a non-reloadable Visa branded prepaid card.**

This Cardholder Agreement ("Agreement") outlines the terms and conditions under which the Visa Reward Card 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 non-reloadable Visa Reward Card 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. Group O, Inc. 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 that have been loaded to 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 a gift card or a gift certificate. You have received this Card as a gratuity without the payment of any monetary value or consideration. You are not the owner of the Card or the funds underlying the Card. Your failure to activate and use the Card results in the loss of all right, title and interest in the Card and the underlying funds. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on the funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close the 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 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 damaged. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

**Activate the Card** – You must activate the Card before it can be used. You may activate the Card by calling 866-212-0733 or online at [www.cardactivationservices.com](http://www.cardactivationservices.com). You will need to provide personal information in order to verify your identity.

**Personal Identification Number** – You will not receive a Personal Identification Number ("PIN") with the Card. However, you will be prompted to select a PIN when you activate the Card. See the activation instructions in the "Activate the Card" section. You should not write or keep the PIN with the Card. Never share the PIN with anyone. When entering the PIN, be sure it cannot be observed by others and do not enter the PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to the PIN, you should advise us immediately following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

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

**Secondary Cardholder** – You may not request an additional Card for another person. **Your Representations and Warranties** – By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien 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 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** – You may not use the Card to obtain cash from an Automated Teller Machine ("ATM") Point-of-Sale ("POS") device or by any other means.

**Loading the Card** – You may not load funds to the Card. Only the Program Manager may load funds to the Card Account. You will have access to the funds immediately once the Card is activated. The Card is not reloadable after the initial loading. Personal checks, cashier's checks, and money orders sent to the Issuer are not an acceptable form of loading. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

The maximum value of the Card is restricted to \$1,000.00.

**Preauthorized Transfers** – The Card Account cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers ("Merchants"). If presented for payment, preauthorized direct debits will be declined and payment to the Merchant or provider will not be made. You are not authorized to provide the combination of the Issuer's bank routing number and the Card Account number to anyone.

**Using the Card/Features**

The maximum value of the Card is restricted to \$1,000.00. These are the maximum amounts that can be spent on the Card:

Transaction Type	Frequency and/or Dollar Limits
Card Purchases (Signature or PIN)	No daily limit, \$1,000.00 per transaction, up to \$1,000.00 per calendar day

You may use the Card to purchase or lease goods or services everywhere Visa debit cards, Maestro cards, and Interlink 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 where you use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card Account to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping the Card, the Card is likely to be declined.

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

If you use the Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you had used the Card itself. **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 on 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 shall remain fully liable to us for the amount of the transaction and any fees, if applicable.

**Non-Visa Debit Transactions** – New procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions have been 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 as a Maestro and Interlink transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the Maestro or Interlink network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the Maestro or Interlink network. Please refer to the paragraph labeled *"Your Liability for Unauthorized Transfers"* for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the POS, swipe the Card through a POS terminal, sign the receipt, or provide the 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter the PIN at the POS terminal or provide the 16-digit Card number after clearly indicating a preference to route the transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

**Returns and Refunds** – If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card for such refunds and agree to the refund policy of that merchant. Neither the Issuer nor the Program Manager are 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 the Card for any reason, please contact Card Services 866-212-0733 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.

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

**Expiration** – The Card will expire no sooner than the Valid Thru date on the front of the Card. **The funds on the Card expire when the Card expires.** You will not be able to use the Card after the expiration date. If you need a replacement Card for any reason other than the Card's expiration, you may request one at any time, however there is a Replacement Card fee. For information about the fee, see the section labeled *"Fee Schedule."* **Expired Cards will not be replaced.**

**Transactions Made in Foreign Currencies** – If you make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the funds will be converted by Visa into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing interna-tional transactions is a rate selected by Visa from the range of rates available in whole-sale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. If you make a purchase in a currency other than the currency in which the Card was issued, the Issuer may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its ser-vices. Transactions made outside the fifty (50) U.S. states and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

**Receipts** – You should get a receipt at the time you make a transaction using the Card. You agree to retain, verify, and reconcile your transactions and receipts.

**Card Account Balance/Transaction History** – You are responsible for keeping track of the available balance of the Card Account. Merchants generally will not be able to deter-mine the available balance. It's important to know the available balance before making any transaction. You may obtain information about the amount of money remaining in the Card Account by calling 866-212-0733. This information, along with a sixty (60) day history of Card Account transactions, is also available online [www.cardactivationservices.com](http://www.cardactivationservices.com). You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling 866-212-0733 or by writing to Card Services, 4905 77th Ave E Milan, IL 61264. You will not automatically receive paper statements.

**Fee Schedule** – **All fee amounts will be withdrawn from the Card Account and will be assessed as long as there is a remaining balance on the Card Account, except where prohibited by law. Any time the remaining Card Account balance is less than the fee amount being assessed, the balance of the Card Account will be applied to the fee amount resulting in a zero balance on the Card Account.**

Replacement Card Fee:	\$7.00 (per Card; when the Card is reissued or replaced for any reason, except Card expiration) funds expire when the Card expires, expired Cards will not be replaced.
International Trasaction Fee:	3% of the transaction amount.

**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) Otherwise as necessary to fulfill our obligations under this Agreement.
- Our Liability for Failure to Complete Transactions** – If we do not properly complete a transaction from the Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some excep-tions. 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 or stolen;
  - (6) If there is a hold or the 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 the Card has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe the Card has been lost or stolen, or that someone has transferred or may transfer money from the Card Account without your permission, call 866-212-0733 or visit [www.cardactivationservices.com](http://www.cardactivationservices.com). *Under Visa Core Rules, your liability for unauthorized Visa debit transactions on the Card Account is \$0.00 if you are not negligent or fraudulent in the handling of the Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us).* You must notify us immediately of any unauthorized use.

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

**Other Miscellaneous Terms** – The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

**Amendment and Cancellation** – We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on online at [www.cardactivationservices.com](http://www.cardactivationservices.com), and any such amendment shall be effective upon such post-ing to that website. The current Agreement is available at [www.cardactivationservices.com](http://www.cardactivationservices.com). You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend the Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event the Card Account is cancelled, closed, or terminated for any reason, the unused funds will be returned to the Program Manager.

**Information About Your Right to Dispute Transactions** – In the case of a discrepancy or questions about the Card Account transaction(s), call 866-212-0733, write to Card Services 4905 77th Ave E Milan, IL 61264, as soon as you can. You must contact us no later than sixty (60) calendar days after we posted the transaction(s) to the Card Account. You may request a written history of your transactions at any time by calling 866-212-0733 or writing to Card Services, 4905 77th Ave E Milan, IL 61264.

In case of a discrepancy or questions about the Card Account transactions you will need to tell us:

1. Your name and the 16-digit Card number.
2. A description of the transaction(s) including the date and dollar amount.
3. Why you believe there is a discrepancy.

If you provide this information orally, we may require that you send the details listed above in writing within sixty (60) calendar days after we posted the transaction(s) you are ques-tioning. You agree to cooperate fully with our investigation and to provide any additional information or documentation we may need for the claim.

Once we have the required details, information, and/or documents, we will determine whether a discrepancy occurred. If we ask you to put details in writing and you do not provide them within sixty (60) calendar days of the date we posted the transaction(s) you are questioning, we may not be able to resolve the claim in your favor.

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

**English Language Controls** – Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

**Customer Service** – For customer service or additional information regarding the Card, please contact:

Group O, Inc. Card Services  
4905 77th Ave E Milan IL 61264

866-212-0733

Customer Service agents are available to answer your calls:

Monday through Friday, 7 a.m. to 7 p.m. CST

Lost/Stolen/damaged Cards can be reported at the phone number listed above 24/7/365.

**Telephone Monitoring/Recording** – From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

**No Warranty Regarding Goods or Services as Applicable** – We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Card.

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

**We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence. ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**

For a copy of the procedures, to file a Claim or for other information about this organiza-tion, 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 Agree-ment 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 bank-ruptcy 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 866-212-0733 TO CANCEL THE CARD AND MAKE ALTERNATE ARRANGEMENTS TO RECEIVE THE FUNDS ASSOCIATED WITH THE CARD ACCOUNT.**

This Cardholder Agreement is effective 07/2020



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**VIRTUAL ACCOUNTHOLDER AGREEMENT  
IMPORTANT – PLEASE READ CAREFULLY**

**Terms and Conditions/Definitions for the Visa® Virtual Account.**

This Virtual Accountholder Agreement ("Agreement") outlines the terms and conditions under which the Visa Virtual Account ("Virtual Account") has been issued to you by The Bancorp Bank, Wilmington, Delaware ("Issuer"). The Issuer is an FDIC insured member institution. By accepting and using the Virtual Account, you agree to be bound by the terms and conditions contained in this Agreement. "Account" means the records we maintain to account for the value of claims associated with the Virtual Account. "You" and "your" mean the person or persons who have received the Virtual Account and are authorized to use the Virtual Account as provided for in this Agreement. "We," "us," and "our" mean the Issuer, our successors, affiliates or assignees. Group O, Inc is the entity managing the Virtual Account program "Program Manager". You acknowledge and agree that the value available in the Virtual Account is limited to the funds that have been loaded to the Virtual Account on your behalf. The Virtual Account is a prepaid account and is not a credit card, gift card, or a gift certificate. You will not receive a physical card device with the Virtual Account. You have received the Virtual Account as a gratuity without the payment of any monetary value or consideration. You are not the owner of the Virtual Account or the funds underlying it. Your failure to use the Virtual Account results in the loss of all right, title and interest in the Virtual Account and the underlying funds. The Virtual Account is not connected in any way to any other account. The Virtual Account is not for resale. You will not receive any interest on the funds in the Virtual Account. The Virtual Account will remain the property of the Issuer and must be surrendered upon demand. The Virtual Account is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Virtual Account is not designed for business use, and we may close the Virtual Account 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 the Virtual Account number and the customer service phone number provided in this Agreement on a separate piece of paper in case the Virtual Account is lost, stolen, or damaged. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

**Activate The Virtual Account**

The Virtual Account will be active when you receive it. You may begin using the Virtual Account immediately upon receipt.

**Personal Identification Number**

You will not receive a Personal Identification Number ("PIN") with the Virtual Account. However, you may select a PIN by calling 866-212-0733. You should not write or keep the PIN with the Virtual Account. Never share the PIN with anyone. When entering the PIN, be sure it cannot be observed by others and do not enter the PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to the PIN, you should advise us immediately following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

**Authorized Virtual Account Users**

You are responsible for all authorized transactions initiated and fees incurred by use of the Virtual Account. If you permit another person to have access to the Virtual Account or Virtual Account 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 Virtual Account according to the terms and conditions of this Agreement.

**Secondary Virtual Accountholder**

You may not request an additional Virtual Account or Virtual Account number for another person.

**Your Representations and Warranties**

By using the Virtual Account or by retaining, using or authorizing the use of the Virtual Account, 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 fifty (50) states of the United States ("U.S."), or the District of Columbia; or Puerto Rico (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 Virtual Account 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 Virtual Account.

**Cash Access**

You may not use the Virtual Account to obtain cash from an Automated Teller Machine ("ATM") or at a Point-of-Sale ("POS") device or by any other means.

**Loading The Virtual Account**

You may not load funds to the Virtual Account. Only the Program Manager may load funds to the Virtual Account. You will have access to the funds immediately once the Virtual Account is received. The Virtual Account is not reloadable after the initial load. Personal checks, cashiers' 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 Virtual Account 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 Virtual Account at the discretion of the Issuer.

The maximum value of the Virtual Account is restricted to \$1,000.00.

**Preauthorized Transfers**

The Virtual Account cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers ("Merchants"). If presented for payment, preauthorized direct debits will be declined and payment to the Merchant or provider will not be made. You are not authorized to provide the combination of the Issuer's bank routing number and the Virtual Account number to anyone.

**Using The Virtual Account/Features**

The maximum value of the Virtual Account is restricted to \$1,000.00. These are the maximum amounts that can be spent on the Virtual Account:

Transaction Type	Frequency and/or Dollar Limits
Virtual Account Purchases (Signature/PIN)	No limits on frequency of use, \$1,000.00 per transaction, up to \$1,000.00 per calendar day

You may use the Virtual Account to purchase or lease goods or services for electronic commerce, mail order, and/or telephone order transactions everywhere Visa, Maestro, and Interlink are accepted online, by phone, or by mail as long as you do not exceed the available value of the Account and other restrictions (see examples described below) do not apply. Some merchants do not allow accountholders to conduct split transactions where you use the Virtual Account 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 Virtual Account to the Virtual Account. 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 using the Virtual Account, the Virtual Account is likely to be declined.

**If you use the Virtual Account for a hotel, or 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 request 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 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 Virtual Account. 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.

**Virtual 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 on the Virtual Account. You may not use the Virtual Account 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 Virtual Account cannot be redeemed for cash.

Each time you use the Virtual Account, you authorize us to reduce the available value of the Virtual Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Virtual Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available balance of funds on the Virtual Account, you shall remain fully liable to us for the amount of the transaction and any fees, if applicable.

**Non-Visa Debit Transactions**

New procedures are in effect that may impact you when you use the Account at certain merchant locations. In the past, transactions have been 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, Maestro transaction or an Interlink transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the Maestro or Interlink network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the Maestro or Interlink network. Please refer to the paragraph labeled "Your Liability for Unauthorized Transfers" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction, provide the 16-digit Account number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction, provide the 16-digit Account number after clearly indicating a preference to route the transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

**Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with the Virtual Account, you agree to accept credits to the Virtual Account for such refunds and agree to the refund policy of that merchant. Neither the Issuer nor the Program Manager are responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Virtual Account. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

**Virtual Account Replacement**

If you need to replace the Virtual Account for any reason, please contact Virtual Account Services 866-212-0733 to request a replacement Virtual Account. You will be required to provide personal information which may include the 16-digit Virtual Account number, your full name, transaction history, copies of accepted identification, etc. There is no fee for replacing a lost or stolen Virtual Account. For information on replacing an expired Virtual Account, see the section below labeled "Expiration."

**Expiration**

The Virtual Account will expire no sooner than the date printed on the front of the Virtual Account. **The funds on the Virtual Account expire when the Virtual Account expires.** You will not be able to use the Virtual Account after the expiration date. If you need a replacement Virtual Account for any reason other than the Virtual Account's expiration, you may request one at any time."

**Transactions Made In Foreign Currencies**

If you make a purchase in a currency other than the currency in which the Virtual Account was issued, the amount deducted from the funds will be converted by Visa into an amount in the currency of the Virtual Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. If you make a purchase in a currency other than the currency in which the Virtual Account was issued, the Issuer may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside the fifty (50) U.S. states and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

**Receipts**

You should get a receipt at the time you make a transaction using the Virtual Account. You agree to retain, verify, and reconcile your transactions and receipts.

**Virtual Account Balance/Transaction History**

You are responsible for keeping track of the available balance of the Virtual Account. Merchants generally will not be able to determine the available balance. It's important to know the available balance before making any transaction. You may obtain information about the amount of money remaining in the Virtual Account by calling 866-212-0733 This information, along with a sixty (60) day history of Account transactions, is also available [www.cardactivationsservices.com](http://www.cardactivationsservices.com) You also have a right to obtain a sixty (60) day written history of Virtual Account transactions by calling 866-212-0733 or by writing to Virtual Account Services, 4905 77th Ave E Milan, IL 61264.

You will not automatically receive paper statements.

**Fee Schedule**

**All fee amounts will be withdrawn from the Virtual Account and will be assessed as long as there is a remaining balance on the Virtual Account, except where prohibited by law. Any time the remaining Virtual Account balance is less than the fee amount**

**being assessed, the balance of the Virtual Account will be applied to the fee amount resulting in a zero balance on the Virtual Account.**

International Transaction Fee:	3% of the transaction amount.
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**Confidentiality**

We may disclose information to third-parties about the Virtual Account or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of the Virtual Account 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) Otherwise as necessary to fulfill our obligations under this Agreement.

**Our Liability for Failure To Complete Transactions**

If we do not properly complete a transaction from the Virtual Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If through no fault of ours, you do not have enough funds available on the Virtual Account to complete the transaction;
- (2) If a merchant refuses to accept the Virtual Account;
- (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 Virtual Account has been blocked after you reported the Virtual Account lost or stolen;
- (5) If there is a hold or the funds are subject to legal or administrative process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (8) Any other exception stated in our Agreement with you.

**Your Liability for Unauthorized Transfers**

Contact us at once if you believe the Virtual Account number has been lost, stolen, or otherwise compromised. Telephoning is the best way to minimize possible losses. If you believe the Virtual Account has been lost or stolen, or that someone has transferred or may transfer money from the Virtual Account without your permission, call 866-212-0733 or visit [www.cardactivationsservices.com](http://www.cardactivationsservices.com). Under Visa Core Rules, your liability for unauthorized Visa debit transactions on the Virtual Account is \$0.00 if you are not negligent or fraudulent in the handling of the Virtual Account. This reduced liability does not apply to certain commercial Account transactions, transactions not processed by Visa, or to anonymous Virtual Accounts (until such time as the identity of the Virtual Accountholder has been registered with us). You must notify us immediately of any unauthorized use.

If the Virtual Account number has been lost or stolen, we will close the Virtual Account to keep losses down and will send a replacement Virtual Account number.

**Other Miscellaneous Terms**

The Virtual Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Virtual Account 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 online at [www.cardactivationsservices.com](http://www.cardactivationsservices.com), and any such amendment shall be effective upon such posting to that website. The current Agreement is available at [www.cardactivationsservices.com](http://www.cardactivationsservices.com). You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend the Virtual Account or this Agreement at any time. You may cancel this Agreement by returning the Virtual Account to us. Call 866-212-0733 for assistance. 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 Virtual Account is cancelled, closed, or terminated for any reason, the unused balance will be returned to the Program Manager.

**Information About Your Right to Dispute Transactions**

In the case of a discrepancy or questions about the Virtual Account transaction(s), call 866-212-0733, write to Virtual Account Services 4905 77th Ave E Milan, IL 61264, as soon as you can. You must contact us no later than sixty (60) calendar days after we posted the transaction(s) to the Account. You may request a written history of your transactions at any time by calling 866-212-0733 or writing to Virtual Account Services, 4905 77th Ave E Milan, IL 61264.

In case of a discrepancy or questions about the Virtual Account transactions you will need to tell us:

1. Your name and the 16-digit Virtual Account number.
2. A description of the transaction(s) including the date and dollar amount.
3. Why you believe there is a discrepancy.

If you provide this information orally, we may require that you send the details listed above in writing within sixty (60) calendar days after we posted the transaction(s) you are questioning. You agree to cooperate fully with our investigation and to provide any additional information or documentation we may need for the claim.

Once we have the required details, information, and/or documents, we will determine whether a discrepancy occurred. If we ask you to put details in writing and you do not provide them within sixty (60) calendar days of the date we posted the transaction(s) you are questioning, we may not be able to resolve the claim in your favor.

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

**English Language Controls**

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

**Customer Service**

For customer service or additional information regarding the Virtual Account, please contact:



Group O, Inc. Virtual Account Services  
4905 77th Ave E  
Milan, IL 61264  
866-212-0733

Customer Service agents are available to answer your calls (24) twenty-four hours a day (7) seven days a week (holidays included).

**Telephone Monitoring/Recording**

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

**No Warranty Regarding Goods or Services as Applicable**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Virtual Account.

**Arbitration**

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Virtual Account; iii) your acquisition of the Virtual Account; iv) your use of the Virtual Account; v) the amount of available funds in the Virtual Account; vi) advertisements, promotions or oral or written statements related to the Virtual Account, as

well as goods or services purchased with the Virtual Account; vii) the benefits and services related to the Virtual Account; or viii) transactions on the Virtual Account, 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 Virtual Account, or any amounts owed on the Virtual Account, to any other person or entity; or iv) expiration of the Virtual Account. 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 USE THE VIRTUAL ACCOUNT. CALL 866-212-0733 TO CANCEL THE VIRTUAL ACCOUNT AND MAKE ALTERNATE ARRANGEMENTS TO RECEIVE THE FUNDS ASSOCIATED WITH THE VIRTUAL ACCOUNT.**

This Virtual Accountholder Agreement is effective 11/2019.



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REWARD CARD CARDHOLDER AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions

This Cardholder Agreement (“**Agreement**”) constitutes the terms and conditions under which the Visa® Reward Card (the “**Card**”) has been issued to you by The Bancorp Bank, N.A. Member FDIC (the “**Issuer**”). By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agree- ment. “**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 Group O Inc., 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 of the Card. The Card is a prepaid card. 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 is 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 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.

Customer Service

For customer service or additional information regarding the Card, please contact “**Customer Service**” at the “**Address**,” “**Phone Number**,” or “**Website**” below:

Group O, Inc Card Services  
4905 77th Ave E Milan IL 61264  
866-212-0733  
rewards.groupo.com

Customer Service agents are available to answer your calls:

Monday through Friday, 7 a.m. to 7 p.m. CT (holidays excluded).

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

The Card must be activated before it can be used. The Card may be activated by calling Customer Service or by visiting our Website.

By activating 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

You are encouraged to register this Card in your own name by visiting the Website promptly upon receipt. Registering the Card can help establish who the rightful Cardholder is in the event the Card is lost, stolen or destroyed. 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 are sufficient funds on the Card.

By registering the Card, you represent and warrant to us that: (i) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States or the District of Columbia; and (ii) you have provided us with a verifiable U.S. street address (not a P.O. Box).

Personal Identification Number (“PIN”)

You will not receive a PIN with the Card. However, you will be prompted to select a PIN when you activate the Card. Avoid using obvious combinations like 1234, 4 identical numbers or letters, your birthdate or birth year.

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. 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 ensuring funds are available on the Card. The Card cannot be reloaded.

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.

These are the limits associated with the Card:

Transaction Type	Frequency and/or Dollar Limits
Max Balance (initial load)	\$2,000
Card Purchases (Signature)	No limit on number of times per day, \$2,000 per transaction, up to \$2,000 per calendar day
Card Purchases (PIN)	No limit on number of times per day, \$2,000 per transaction, up to \$2,000 per day

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.

Fee Schedule

All fee amounts will be withdrawn from the Card and will be assessed as long as there is a remaining balance on the Card, except where prohibited by law. Any time the remaining Card balance is less than the fee amount being assessed, the balance of the Card will be applied to the fee amount resulting in a zero (or negative) balance on the Card.

Replacement Card Fee:	\$7.00 (per Card; when the Card is reissued or replaced for any reason, except Card expiration) funds expire when the Card expires, expired Cards will not be replaced.)
Foreign Currency Conversion Fee:	3% (of transaction amount)

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

Non-Visa Debit Transactions

Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on another network. If you do not enter a PIN, transactions may be processed as either a Visa debit transaction or on another network transaction. Should you choose to use a non-Visa network when making a transaction without a PIN, different terms may apply.

To initiate a Visa debit transaction at the POS, swipe the Card through a POS terminal, sign the receipt, or provide the 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter the PIN at the POS terminal or provide the 16-digit Card number after clearly indicating a preference to route the transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

Merchant Disputes, 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 disputes, 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, if available, are subject to the policies of the Program Sponsor.

The Card will expire no sooner than the Valid Thru date on the front of 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.

Foreign Transactions

You may use the Card to purchase or lease goods or services everywhere Visa debit cards, Maestro cards, and Interlink cards are accepted as long as you do not exceed the available value of the Card, and other restrictions (see examples described below) do not apply. 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 Visa into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. If you make a purchase in a currency other than the currency in which the Card was issued, the Issuer may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside the fifty (50) U.S. states and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

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

- (1) 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:
- (2) If through no fault of ours, you do not have enough funds available on the Card to complete the transaction;
- (3) If a merchant refuses to accept the Card;
- (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 or stolen;
- (6) If there is a hold or the 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

For any other exception stated in our Agreement with you.

Unauthorized Transactions

In the case of lost or stolen cards, or 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 Visa Core Rules, your liability for unauthorized Visa debit transactions on your Card is \$0.00 if you are not negligent or fraudulent in the handling of your 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.

Other Miscellaneous Terms

The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our Website, 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 866-212-0733 TO CANCEL THE CARD AND MAKE ALTERNATE ARRANGEMENTS TO RECEIVE THE FUNDS ASSOCIATED WITH THE CARD ACCOUNT.**

This Card is issued by The Bancorp Bank, N.A. Member FDIC, pursuant to a license from Visa U.S.A Inc.

This Cardholder Agreement is effective (10/2022)