

## CARDHOLDER AGREEMENT

### IMPORTANT – PLEASE READ CAREFULLY

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 CARD.com Prepaid Visa® Card.

This Cardholder Agreement (“Agreement”) including the long form fee disclosure (“List of All Fees.”) outlines the terms and conditions under which the CARD.com Prepaid Visa 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 CARD.com Prepaid Visa 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.

CARD.com 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 you have added onto the Card Account. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account, except as described below in the sections titled “*Negative Balances and Right to Set Off*”. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

#### 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, 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 Your Card

You must activate your Card before it can be used. You may activate your Card by contacting CARD.com through its Mobile App (the “Mobile App”), website at [www.card.com](http://www.card.com), or by calling 866-345-4520. 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 the “*Activate Your Card*” section. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled “*Your Liability for Unauthorized Transfers*.”

#### 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. Secondary Cardholder

You may not request an additional Card for another person.

### 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 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.

### 8. Cash Access

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine ("ATM") or any Point-of-Sale ("POS") device, as permissible by a merchant, that bears the Visa<sup>®</sup>, Interlink<sup>®</sup>, Plus, MoneyPass<sup>®</sup>, Maestro<sup>®</sup>, or Plus Alliance Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM and withdraw funds from a participating bank (Over the Counter withdrawal). Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per every 24-hour period. These are our limits associated with withdrawing cash from your Card:

Transaction Type	Frequency and/or Dollar Limits*
Cash Withdrawal (ATM)*	4 times every 24-hours, up to \$500.00 per transaction, up to \$700.00 per every 24-hours.
Cash back at the point-of-sale	5 times every 24-hours, up to \$500.00 per transaction, up to \$500.00 per every 24-hours.
Cash Withdrawal (Over the Counter)	4 times every 24-hours, up to \$2500.00 per transaction, up to \$2500.00 per every 24-hours.

\*ATM owner-operators and participating banks may impose their own lower limits on cash withdrawals.

### 9. Adding Funds to Your Card

You may add funds to your Card at any time. You may add funds to your Card via direct deposit, transfers through the Mobile App or website ("Online Transfers"), Green Dot<sup>®</sup> Reload at the Register<sup>™</sup>, Western Union, and Remote Check Funds Transfers. You will have access to direct deposited funds by 12:00pm CT on the business day during which the deposit occurs. You will have access to the funds within fifteen (15) minutes after adding cash via Green Dot<sup>®</sup> Reload at the Register<sup>™</sup> and immediately after adding cash via Western Union. You will have access to funds transferred from an external bank account via the CARD.com website or Mobile App within 4-6 business days of the initiation of the transfer. Personal checks, cashiers' checks, and money orders sent to the Issuer are not an acceptable form of depositing funds.

At our discretion, we may allow higher limits than disclosed in the table shown below, including the maximum value limit, to post to the Card Account. However, if limits are raised on one occasion, there is no guarantee that subsequent funding, in any form, in excess of the disclosed limit will be permitted in the future. All checks and money orders sent to the Issuer 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 deposited to the Card at the discretion of the Issuer.

Higher Online Transfer limits maybe be available based on Card Account history, at our discretion. New Card Accounts open less than thirty (30) days or Card Accounts with a Card that has not been activated will be limited to a single Online Transfer. The recipient's name on any Online Transfer to the CARD.com Card Account must match the name of the CARD.com Card Account holder. Any such deposits received in a name other than the name registered to the CARD.com Card Account will be returned to the originator.

#### Remote Check Capture

You may transfer funds from a check made out to you as the payee into your Card Account by downloading the CARD.com Mobile App to your mobile device and following the instructions provided in the app. The 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 transfer before you authorize it. Generally, you will not have access to the money you transfer via remote check capture until your check clears with the service provider (typically, seven (7) business days). The service provider may offer immediate funds availability for a fee.

The maximum value of your Card is restricted to \$15,000.00. These are the limits associated with funding your Card:

Transaction Type*		Frequency and/or Dollar Limits
Direct Deposit (Includes funds transfers to the CARD.com Card Account from outside financial institutions)		No limit to the number of times per day; \$0.01 - \$15,000.00 per transaction
Adding Cash**	Green Dot® Reload at the Register™	Up to: 4 times every 24-hours; 7 times every 7 consecutive days; 20 times every 30 consecutive days; \$20.00 - \$1,000.00 per transaction; up to \$1,500.00 every 24-hours; up to \$3,500.00 every 7 consecutive days and up to \$5,000.00 every 30 consecutive days.
	Western Union	Up to: 20 times every 24-hours; \$10.00 - \$900.00 per transaction and up to \$900.00 every 24-hours.
Remote Check Capture		Up to: 5 times every 24-hours, 15 times every 30 consecutive days; \$5.00 - \$2,500.00 per transaction
Card-to-Card Transfer***		Up to: 3 times per calendar day, 20 times every 30 consecutive days; Up to: \$500.00 per calendar day and \$2,000.00 every 30 consecutive days.
Online Transfer**** (Transfers to the CARD.com Card Account from an outside financial institution via the CARD.com Mobile App or Website) (Dwolla/Plaid Easy Fund)		No limit to the number of times per day Up to \$100.00 per calendar day and a maximum of up to \$1,000.00 per calendar month****
<p><b>*At our discretion, we may allow higher limits. See the “Adding Funds to the Card” section for more details about this policy.</b></p> <p><b>**Third-party money transfer services used to transfer funds to the Card Account may impose their own fees as well as their own per transaction, daily, weekly or monthly limits on the frequency or amount of cash you add.</b></p> <p><b>***Card-to-Card Transfer is available only between eligible open and active CARD.com Cards issued by The Bancorp Bank. This means, if your Card is reported lost or stolen, it will be closed, and a replacement Card will be sent to you. Card-to-Card Transfer from the closed Card to another Card is not available until you activate the replacement Card. To determine if your Card has access to Card-to-Card Transfer, please contact CARD.com through its Mobile App, website at <a href="http://www.card.com">www.card.com</a>, or by calling 866-345-4520.</b></p> <p><b>**** New Card Accounts open less than thirty (30) days and Card Accounts with no activated cards will be limited to transfers of up to \$100.</b></p>		

#### 10. Preauthorized Transfers

The Issuer’s bank routing number and the 13-digit Direct Deposit account number assigned to your Card Account can be used for preauthorized direct debits from merchants, Internet service or other utility service providers (“Merchants”) and for the purpose of initiating direct deposits to your Card Account. You may also arrange to make recurring payments to Merchants using your 16-digit Card number or the bill pay services made available through our third-party service providers.

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

If the Merchant(s) or bill payment service provider with whom you have arranged recurring payments from your Card Account is unable or unwilling to stop your payment, call 866-345-4520 or write to: CARD.com Visa Prepaid Card

P.O. Box 543000 Omaha, NE 68154 to request a stop on such payment. We must receive your request at least three (3) business days before the payment is scheduled to be made. Such a stop payment request will cancel a single, *i.e.*, one (1) recurring payment. If you want to permanently stop all recurring payments to a specific Merchant, then we require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments.

**Notice of Varying Amounts:** If the recurring payments you make might vary in amount, the person you are going to pay will tell you the payment date and the amount of the payment ten (10) days before each payment is scheduled to take place. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## 11. Using Your Card/Features

The maximum value of your Card is restricted to \$15,000.00. These are the maximum amounts that can be spent on your Card:

Transaction Type	Frequency and/or Dollar Limits
Card Purchase (Signature or PIN)	No limit to the number of times per day; up to \$5,000.00 per transaction and \$5,000.00 every 24-hours.
Card-to-Card Transfer*	Up to: 3 times per calendar day, 20 times every 30 consecutive days; Up to: \$500.00 per calendar day and \$2,000.00 every 30 consecutive days.
Direct Debit (ACH Debit)	Up to: 4 times every 24-hours, \$5,000.00 per transaction and up to \$5,000.00 every 24-hours.
*Card-to-Card Transfer is available only between eligible open and active CARD.com Cards issued by The Bancorp Bank. This means, if your Card is reported lost or stolen, it will be closed, and a replacement Card will be sent to you. Card-to-Card Transfer from the closed Card to another Card is not available until you activate the replacement Card. To determine if your Card has access to Card-to-Card Transfer, please contact CARD.com through its Mobile App, website at <a href="http://www.card.com">www.card.com</a> , or by calling 866-345-4520.	

You may use your Card to purchase or lease goods or services everywhere Visa debit cards, Maestro cards, Plus cards, or Interlink cards are accepted as long as you do not exceed the available value of your Card Account and other restrictions (see examples described below) do not apply. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card 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 your Card, your Card is likely to be declined.

**If you use your 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 your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the 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 your 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 your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you 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 your Card. You may not use your 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.** Your Card cannot be redeemed for cash.

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

## 12. Non-Visa Debit Transactions

Procedures are in effect that may impact you when you use your 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 as a Maestro, Plus, or 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, Plus, 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, Plus, 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 your Card through a POS terminal, sign the receipt, or provide your 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your 16-digit Card number 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.

## 13. Negative Balances and Right to Set Off

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 is made and/or a fee is assessed which results in a negative balance, you are fully liable to us for the amount of the transaction and any fees, as applicable.

If there is a negative balance, any funds subsequently added to the Card Account will first be applied to the negative balance, if any.

If a Card Account balance remains negative for fifteen (15) days, you understand that the funds in any of your Card Accounts issued by The Bancorp Bank can be used to cure the negative balance. This means, there is a right to set-off any liability, direct or contingent, past, present or future that you owe against any Card Account. **By activating the Card or by retaining, using or authorizing the use of the Card you grant a lien on and a security interest in the funds on deposit in each Card Account as security for all your liabilities and obligations, now or in the future with us.**

## 14. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. The Issuer nor the Program Manager is responsible for the delivery, quality, safety, legality or any other aspects of goods or services 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.

## 15. Card Replacement

If you need to replace your Card for any reason except at Card expiration, please login to [www.CARD.com](http://www.CARD.com) or call 866-345-4520 to request a replacement Card. You will be required to provide personal information which may include your 16-digit Card number, full name, transaction history, copies of accepted identification, etc. A fee may also be assessed for expedited delivery of an additional Card; for more information about the delivery options and applicable fees, see the "*List of All Fees*."

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

## 16. Expiration

Your 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 your Card after the 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 the section labeled "*Card Replacement*". A fee may also be assessed for expedited delivery of a Card; for more information about the delivery options and applicable fees, see the "*List of All Fees*".

## 17. Transactions Made in Foreign Currencies

If you obtain funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from the available balance of your Card Account will be converted by Mastercard International Incorporated into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain funds or make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 2.95% 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.

## 18. Receipts

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

#### **19. Card Account Balance/Periodic Statements**

You are responsible for keeping track of the available balance of your 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 your Card Account by contacting CARD.com through the Mobile App, website at [www.card.com](http://www.card.com), or by calling 866-345-4520. This information, along with a twelve (12) month history of Card Account transactions, is also available through the Mobile App and at [www.card.com](http://www.card.com). If your Card is registered with us, you also have a right to obtain at least twenty-four (24) months of written Card Account transactions by calling 866-345-4520 or by writing to Cardholder Services, P.O. Box 543000, Omaha, NE 68154. You will not be charged a fee for this information.

You will not automatically receive paper statements.

#### **20. Please see "List of All Fees," for information regarding all fees.**

**All fees incurred will be deducted from your Card Account balance, except where prohibited by law.**

**NOTE: Monthly Maintenance Fees assessed to your Card Account balance may bring your Card Account negative. Any time your Card Account balance is less than the Monthly Maintenance Fee amount being assessed, the balance of your Card Account will be applied to this fee amount. THIS WILL RESULT IN A NEGATIVE BALANCE ON YOUR CARD ACCOUNT. If that occurs, any subsequent deposits into your Card Account will first be applied to the negative balance.**

The fees that apply to your Card Account are listed on the form titled "[List of All Fees](#)," and are also available on the website [www.card.com](http://www.card.com). The form titled "[List of All Fees](#)," reflects the fees that will be charged by the Program Manager. There may be other fees charged by third-party service providers (Green Dot), mobile check deposit (Ingo), ATM surcharges, etc. These third-party fees will be charged in addition to the fees indicated on the accompanying form titled "[List of All Fees](#)."

#### **21. Confidentiality**

We may disclose information to third-parties about your Card or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third-party, such as 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.

#### **22. Our Liability for Failure to Complete Transactions**

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

- (1) If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) Any other exception stated in our Agreement with you.

#### **23. Your Liability for Unauthorized Transfers**

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call 866-345-4520 or visit [www.card.com](http://www.card.com). *Under Visa Core Rules, your liability for unauthorized Visa debit transactions on your Card Account 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.* 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 your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled "[Information About Your Right to Dispute Errors](#)." If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the [statement/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 your Card has been lost or stolen, we will close your Card Account to keep losses down and will send a replacement card. There is a fee for replacing your Card. For information about the fee, see the section labeled "*Fee Schedule*."

#### **24. Other Miscellaneous Terms**

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

#### **25. Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our website at [www.card.com](http://www.card.com) and any such amendment shall be effective upon such posting to that website. The current Agreement is available at [www.card.com](http://www.card.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 your 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 your 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 this 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 Issuer reserves the right to refuse to return any unused balance amount less than \$1.00. The time frame for processing and delivery of any refund depends on the method you select to receive it. Refund delivery methods may include, but not be limited to, mailing a paper check to you (allow 10 business days for processing and delivery) and the option to receive an electronic check by email (requiring you to print a paper check).

#### **26. Information About Your Right to Dispute Errors**

In case of errors or questions about your Card Account, call 866-345-4520, fax to 801-396-2665, write to Cardholder Services, CARD.com, P.O. Box 543000, Omaha, NE 68154, or email us at [www.support@card.com](mailto:www.support@card.com) if you think an error has occurred on your Card Account or if you need more information about a transaction listed on your electronic or written history or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling 866-345-4520 or writing to Cardholder Services, P.O. Box 543000, Omaha, NE 68154. You will need to tell us:

1. Your name and the 16-digit Card number
2. Why you believe there is an error, and the dollar amount involved
3. Approximately when the error took place

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, and your Card Account is registered with us, we will credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to

complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card. Keep reading to learn more about how to register your Card Account.

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 your Card Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting the phone number or address shown at the beginning of this section. If you need more information about our error-resolution procedures, call 866-345-4520 or visit [www.card.com](http://www.card.com).

## 27. 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.

## 28. Customer Service

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

CARD.com Prepaid Mastercard  
P.O. Box 543000 Omaha, NE 68154  
866-345-4520

You can contact us to receive your account information 7 days per week, 365 days per year, and 24-hours per day by calling (866) 345-4520 and using our automated IVR support services, or by logging into your account through our Mobile App or website at [www.card.com](http://www.card.com). You may also call us to speak with an agent, Monday - Friday, 7 a.m. to 7 p.m. CT. There are no costs or fees to use these Account Support services, other than the costs charged by your wireless or other telecommunications provider.

## 29. 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.

## 30. 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.

## 31. Arbitration

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of 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: 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 your Card, or any amounts owed on your Card, to any other person or entity; or iv) expiration of the



Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. CALL 866-345-4520 TO CANCEL THE CARD AND TO REQUEST A REFUND, IF APPLICABLE.**

This Cardholder Agreement is effective (11/2019)