

Cardholder Agreement

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the E1 Visa® Prepaid Card

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the E1 Visa Prepaid Card has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card” means the instant issue non-personalized E1 Visa Prepaid Card and/or the personalized E1 Visa Prepaid Card with your name embossed on it issued to you by The Bancorp Bank, Wilmington, Delaware. “Issuer” means The Bancorp Bank or its depository institution affiliate. The Issuer is an FDIC insured member institution. “Card Account” means the records we maintain to account for the value of claims associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Our business days are Monday through Friday, excluding federal holidays, even if we are open. 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. Please read this Agreement carefully and keep it for future reference.

Obtaining Your Card

The USA PATRIOT Act is a federal law that 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 reasonably identify you. We may also ask to see your driver’s license or other identifying documents at any time.

Authorized Users

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

Secondary Cardholder

You may not request an additional Card for another person.

Personal Identification Number

You will be prompted to select a Personal Identification Number (“PIN”) when you activate your Card. 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.”

Cash Access

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“ATM”) that bears the Visa Acceptance Mark or any Point-of-Sale (“POS”) device, as permissible by merchant that bears the Visa® or Interlink® Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM. The maximum cumulative amount that may be withdrawn from an ATM per day is \$2500.00. The maximum cumulative amount that may be withdrawn from a participating bank (over the counter withdrawal) per day is the available balance of your Card. Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per day.

Loading Your Card

You may add funds to your Card, called “value loading”, at any time. The minimum amount of the initial value load is \$10.00. The minimum amount of each value reload is \$10.00. The maximum amount of the initial value load is \$2,500.00 if loading via cash or ACH from checking or savings account. The maximum amount of the initial value load is \$20,001.00 if loading via direct deposit from an employer or benefits provider or direct deposit of funds resulting from a tax refund. The maximum amount of each value reload is \$2,500.00 if loading via cash or ACH from checking or savings account. The maximum amount of each value reload is \$20,001.00 if loading via direct deposit from an employer or benefits provider or direct deposit of funds resulting from a tax refund. There is no limit to the amount of times you may value load your Card however, the maximum value load limits stated above apply. Additional value load restrictions may apply based on the individual retail network’s (e.g., Western Union, MoneyGram, Green Dot, Visa ReadyLink) rules and guidelines. You may add value or load your Card via direct deposit, ACH from checking or savings account, or cash. To learn more about how to load your Card or which load networks are participating you may call customer service at 1-866-331-8756 or online at www.E1card.com. You will have access to your funds immediately after Card activation.

When funds are loaded to your Card through payroll direct deposit from your employer or via a retail network, we will send you a personalized Card. The personalized Card will be embossed with your name on it.

Direct Deposit Account

Your prepaid Card Account and associated direct deposit account number cannot be used for preauthorized direct debits from merchants or from utility or Internet service providers. If presented for payment, these preauthorized direct debits will be declined and your payment to the merchant or provider will not be processed. The bank routing number and direct deposit account number are for the purpose of initiating direct deposits to your prepaid Card Account only. You are not authorized to provide this bank routing number and direct deposit account number to anyone other than your employer or payer.

Using Your Card/Features

The maximum amount that can be spent on your Card per day is \$5,000.00. The maximum value of your Card is restricted to \$20,001.00.

You may use your Card to purchase or lease goods or services wherever Visa debit cards or Interlink cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$100.00 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction.

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

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card Account. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must handle it directly with the merchant.

Card Replacement

If you need to replace your Card for any reason, please contact us at 1-866-331-8756 to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, etc. There is a fee for replacing your Card.

Charges Made In Foreign Currencies

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa U.S.A. Inc. 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 Visa U.S.A. Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa U.S.A. Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 2% of the transaction amount and will retain this amount as compensation for its services.

Receipts

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

Card Account Balance/Periodic Statements

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may access your available balance by accessing your Card Account online or by calling 1-866-341-8756. Statements in electronic format will be made available free of charge at www.E1Card.com during each month in which a transaction occurs. You will not automatically receive paper statements. You may choose to have a paper statement mailed to you by contacting us each time at 1-866-341-8756. However, there is a fee for this service.

Fee Schedule –

All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. Anytime your remaining Card Account balance is less than the fee amount being assessed, the balance of your Card Account will be applied to the fee amount.

Instant issue non-personalized Card

- Monthly : \$2.95 per month will be assessed after sixty (60) days from Card activation. You will not be charged any Monthly fee during the sixty (60) days immediately following Card activation.
- PIN Transaction \$0.50 per transaction
- ATM Withdrawal (International and Domestic) \$2.50 per transaction
- ATM Balance Inquiry (International and Domestic) \$1.00 per transaction
- ATM Decline \$1.00 per transaction
- Over Counter Withdrawal (International and Domestic) 1.5% of the transaction amount; per transaction
- Paper Statement \$5.00 per statement
- Replacement Card \$9.95 per Card
- Balance Refund \$10.00 per request
- Express Shipping \$40.00 per request
- Live Agent \$1.95 per call (Allowed a combined total of three (3) free Live Agent OR Automated Voice Response calls)
- Automated Voice Response \$1.95 per call (Allowed a combined total of three (3) free Live Agent OR Automated Voice Response calls)
- Card to Bank Transfer (ACH Direct) \$2.50 per transaction (\$250.00 max)
- Bill Pay –check \$2.50 per transaction (\$250.00 max)
- Bill Pay Check Cancel \$9.95 per request
- Foreign Exchange Fee 2% of the transaction amount; per transaction
- Card Cancellation Fee \$15.00 per request

Personalized Card

You have the opportunity to receive a personalized Card. You will be mailed a personalized Card within seven to ten (7 – 10) business days after you have either requested a personalized Card (by calling customer service at 1-866-331-8756 or by going online at www.E1Card.com) or you have loaded funds to your Card via direct deposit (excluding any direct deposit made as a result of a federal or state tax refund or any bank product associated with a federal or state refund, whether they be a loan based on your refund or funds originating from a tax refund) or via a participating load network.

- Monthly : \$2.95 per month will be assessed after sixty (60) days from Card activation. You will not be charged any Monthly fee during the sixty (60) days immediately following Card activation.
- PIN Transaction \$0.50 per transaction
- ATM Withdrawal (International and Domestic) \$1.95 per transaction (2 free per month)
- ATM Balance Inquiry (International and Domestic) \$1.00 per transaction
- ATM Decline \$0.50 per transaction
- Automated Voice Response \$0.50 per call (Allowed a combined total of two (2) free Live Agent OR Automated Voice Response calls per month. There is no charge for balance inquiries)
- Over Counter Withdrawal (International and Domestic) 1.5% of the transaction amount; per transaction
- Paper Statement \$5.00 per transaction
- Replacement Card \$9.95 per Card
- Balance Refund \$10.00 per request

▪ Express Shipping	\$40.00 per request
▪ Live Agent	\$1.95 per call (Allowed a combined total of two (2) free Live Agent OR Automated Voice Response calls per month)
▪ Card to Bank Transfer	\$2.50 per transaction (\$250.00 max)
▪ Bill Pay –check	\$2.50 per transaction (\$250.00 max)
▪ Bill Pay Check Cancel	\$9.95 per request
▪ Foreign Exchange Fee	2% of the transaction amount; per transaction
▪ Card Cancellation Fee	\$15.00 per request

Confidentiality

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

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as merchant;
- (3) In order to comply with government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission; or
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

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 process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) Any other exception stated in our Agreement with you.

Your Liability for Unauthorized Transfers

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at 1-866-331-8756 Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you notify us promptly and you are not grossly negligent or fraudulent in the handling of your Card. If you notify us within two (2) business days of unauthorized Visa debit or non-Visa debit 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. If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to keep losses down.

Other 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 anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There is a fee for this service. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, call 1-866-331-8756 or write to Cardholder Services, P.O. Box 5017, Sioux Falls, SD 57117-5017 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact us no later than sixty (60) days after the FIRST statement was made available to you on which the problem or error appeared.

1. Provide your name and Card number (if any).
2. Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information.
3. Provide the dollar amount of the suspected error.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card. For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section.

English Language Controls

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

Customer Service

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

E1 Visa Prepaid Card
P.O. Box 71402
Salt Lake City, Utah 84171
1-866-331-8756

This Cardholder Agreement is effective 10/2009.

OUR PRIVACY NOTICE

Your E1 Visa Prepaid Card account is operated by The Bancorp Bank and subscribes to The Bancorp Bank's privacy policy.

The Bancorp Bank values each and every customer relationship. Customers such as you have entrusted us not only with your finances, but also with your personal information. To protect and maintain this relationship, we've adopted a privacy policy to maintain the confidentiality of the information you have shared with us.

We recognize your expectations for the responsible use and protection of your information and your right to privacy. To this end, The Bancorp Bank will maintain standards to reasonably ensure that your information is private and secure at all times. This notice will describe how your information is used, protected, and the benefits such use provides to you.

How we use, collect, and retain information about you.

Your relationship is important to us and we're committed to providing you with the best service possible. To do that, we gather information from a variety of sources to keep you informed about the many financial services, products, and benefits available to you as a The Bancorp Bank customer and to provide you the ability to manage your finances most effectively. For example, we collect information from the following sources:

1. From you whether in writing on applications, by telephone, electronically or by any other means. This information may include your name, address, employment information, and income;
2. Transactions with others or us. This information may include your account balances, payment history and account usage;
3. Consumer reporting agencies. This information may include account information and information about your creditworthiness and credit history; and,
4. Public sources. This information may include real estate records and telephone numbers.

If you end your customer relationship with us or become an inactive customer, we will treat the information we have about you as if you were still our customer.

Responsible use of information provides customer benefits.

The information we collect provides significant benefits to you, our customer. This information:

1. Enables us to better understand your financial needs;
2. Assists us as we improve products and enhance customer service;
3. Allows us to comply with laws and regulations; and
4. Helps us protect you against fraud.

We will maintain accurate information about you.

We continually strive to maintain complete and accurate information about you and your accounts. Should you ever believe that our records contain inaccurate or incomplete information about you, please call us at 1-877-554-2339. We will investigate your concerns and correct any inaccuracies.

We will maintain a security program to protect your information.

We are committed to the security of your financial and personal information. We safeguard information according to established security standards and procedures, and we continually assess new technology for protecting information. We restrict access of personal information about you to those employees who need to know that information to provide products or services to you. Our employees are trained to understand and comply with these information principles. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information. You may view our Security policy on our website which provides additional detail.

Restrictions on disclosing your personal account information to outsiders.

We will not share your confidential information with any company or third party except as required or permitted by law. This means, for example, that we can disclose your confidential information:

- To third parties that help us provide products or services to you, such as companies that print your checks, data processors that work for the Bank, mail companies, or software vendors;
- To third parties that assist us in marketing accounts and services; to other financial institutions with which we have joint marketing agreements to enhance our financial product or service offerings;
- To investors or other financial institutions that purchase loans from us;
- To consumer reporting agencies;
- To third parties that process or service a financial product, service or transaction that you requested or authorized;
- To respond to a subpoena, court order or judicial process; to pursue a sale, merger, or transfer of all or a portion of a business or operating unit; to our regulators and auditors; to protect against or prevent fraud, manage risk, or resolve customer disputes;
- To a third party to whom you specifically authorize us to share the information.

Whenever other companies or third parties provide services for us or on our behalf, we require them by contract to maintain the appropriate safeguards to ensure the security and the confidentiality of the information that we provide them.

Because certain disclosures of confidential information are specifically required or permitted by law, we can make these disclosures even if you prefer we do not do so. Therefore, you do not have to respond to this notice in any way.

We will maintain your privacy in business relationships with non-related third parties.

If we do provide customer information to a third party, we will insist, through a written agreement, that the third party adheres to similar privacy principles to those that The Bancorp Bank adheres to for keeping this information confidential.

Disclosing our privacy commitment to you.

At The Bancorp Bank, we value our customer relationships. We want you to understand how we use the information you provide and our commitment to ensuring your personal privacy. If you have any questions about how The Bancorp Bank protects your confidential information, please contact us at 1-877-554-2339.

Use of Cookies

Our web site may use a feature of your Internet browser called a cookie. A cookie is a piece of information which a web server may place on your computer when you visit a web site. The use of cookies is to facilitate your Internet session, to maintain security and to improve the user experience. For example, we use cookies to verify your identity, remember your personal settings such as your offer preferences, and to monitor your use of our website to improve our services. If you choose not to enable cookies on your browser, you will not be able to use some of the services offered on our web site.

Children's Privacy

We do not knowingly collect or use personal information from children under 13 without verifiable consent from their parents.

Member FDIC

