

**CARDHOLDER AGREEMENT  
of the Vault Visa® Payroll Card**

**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**

“**You**” and “**your**” mean the person or persons who have received the Vault Visa® Payroll Card (“**Card**”) and are authorized to use the Card as provided for in this Agreement. “**We**,” “**us**,” and “**our**” mean the Issuer, The Bancorp Bank, N.A., Member FDIC (“**Issuer**”) our successors, affiliates, or assignees, and as applicable, the Program Manager. “**Program Manager**” means Paycom Payroll, LLC, the entity providing certain services for servicing and/or managing the Card program on our behalf. “**Program Sponsor**” means the employer responsible for directly or indirectly sponsoring and making the Card available to you for the payment of wages, salary, or other employee compensation on a recurring basis. “**Card Account**” means the records we maintain to account for the value of claims associated with the Card. “**Available Balance**” is the balance in your Card Account less any holds or debits that have been authorized and may be pending. “**Current Balance**” is the balance in your Card Account after all items have posted and cleared your Card Account. Unless we explicitly state otherwise, the term “**Balance**” means either Available Balance or Current Balance.

This Cardholder Agreement (“**Agreement**”) sets forth the terms and conditions under which the Card has been issued to you by us. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. You acknowledge and agree that the value available in the Card Account is limited to the funds that have been loaded 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 back 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. 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 or if we determine that you are using the Card in a manner inconsistent with the terms or conditions of this Agreement. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

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. Customer Service**

For non-dispute related customer service or to get additional information regarding your Card, please contact “Customer Service” at the address, phone number or website below:

Vault Visa Payroll Card  
Cardholder Services Center  
PO Box 636001  
Highlands Ranch, CO 80163-6001

myvaultcard.com  
1-888-333-4698

Customer Service agents are available to answer your calls 24/7/365.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise. From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law. For dispute processing contact information, see Section 19 below.

### 3. Activating your Card

**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.

You must activate your Card before it can be used. To do so, please visit our Website or call Customer Service. 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.”), the District of Columbia or a U.S. Territory; (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.

### 4. Personal Identification Number (“PIN”)

You will not receive a PIN with your Card. However, you will be prompted to select a 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.*”

Your Card will only allow 3 incorrect PIN tries in one day before the security system will lock you out, preventing access to any funds. The Card will remain locked for a 24-hour period.

## 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. Loading and Using the Card

The Program Sponsor and/or you may load your Card via the methods and with the limitations set forth below. Personal checks, cashier's checks, and money orders sent to the Issuer are not an acceptable form of loading. At our discretion, we may allow a load payment in excess of the limits disclosed below, including the maximum value limit, to post to your Card Account. However, if such a load payment is permitted to post to your Card Account on one occasion, there is no guarantee that any load(s), in any form, in excess of the disclosed limit will be permitted in the future. 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. You are not authorized to provide the Issuer's bank routing and account number to anyone other than for use in direct deposit. Generally, incoming one-time ACH debits to your Card Account will not be accepted. The only time incoming ACH debits may be accepted is when your external bank attempts to verify your account by making micro deposits followed by an ACH debit of the same amount. We have no obligation to stop any incoming ACH debits, and your Card Account may be subject to closure if ACH debits other than those allowed under this section are attempted or completed.

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®, Interlink®, Plus® or Allpoint® 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 day. You may transfer money from your Card Account to an account held in your name at another bank (your "Linked Account"). You agree to provide us all information about your Linked Account that we may request, including but not limited to the bank name, account number and bank routing number. Upon your request, we will make a transfer via ACH in the amount you specify from the available funds on your Card Account to your Linked Account. These requests can be made as a one-time transfer. You warrant that all information you provide is correct and we will have no liability if you fail to provide the correct information for the ACH transfer. You understand we may not be able to honor your request to cancel an ACH authorization except as required by applicable laws.

These are the limits associated with your Card:

<b>Transaction Type</b>	<b>Frequency<sup>†</sup> and/or Dollar Limits</b>
Max Balance	\$25,000.00

Direct Deposit	\$25,000.00 per day
Cash Loads* (Green Dot)	4 per day; 7 per week; 20 per month; (past 30 days)* \$1,500.00 per day; \$3,500.00 per week; \$5,000.00 per month, (past 30 days)*
Direct Deposits and Cash Loads Combined	\$25,000.00 per day
Cash Withdrawal (ATM)**	\$500.00 per transaction up to \$1,000.00 per day
Cash Withdrawal (over-the-counter withdrawal)	\$25,000 per transaction up to \$25,000.00 per day
Cash back at POS	\$500.00 per transaction up to \$1,000.00 per day
Card Purchases (Signature)	\$2,500.00 per transaction, up to \$2,500.00 per day
Card Purchases (PIN)	\$2,500.00 per transaction, up to \$2,500.00 per day
Card to Linked Account Transfer	\$2,500.00 per transaction, up to \$10,000.00 per month
<p>* Third party money transfer providers may impose their own limits.  ** ATM owner-operators and participating banks may impose their own lower limits on cash withdrawals.  † “Per month” means a consecutive 30-day period, and “per week” means a consecutive 7-day period. “Per day” means a rolling 24-hour period, Mountain Time.</p>	

You may use your Card to purchase or lease goods or services everywhere Visa debit cards, Interlink cards, Accel cards, and Plus cards are accepted as long as you do not exceed the Available Balance, or the transaction limits listed above 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 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 Balance 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. 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.

## **7. Preauthorized Transfers**

Your Card Account cannot be used for preauthorized automated clearinghouse ("ACH") debits or Card transactions from merchants, internet service providers, utilities, or other merchants. If presented for payment, preauthorized transfers may be declined and payment to the merchant or provider will not be made. You are not authorized to provide your Card Account's routing and account number to anyone other than for use in direct deposit. Nevertheless, we have no obligation to stop any preauthorized transfer, and your Card Account may be subject to closure if preauthorized transfers are attempted or completed.

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 a single 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.

## **8. 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 or insert the Card at 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.

## **9. 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. We are not responsible for the delivery, quality, safety, legality or any other aspects of goods or services you purchase from others with a Card.

## **10. Card Expiration and Replacement**

Your Card will expire no sooner than the date printed on the back of it. **The funds on the Card do not expire.** You will not be able to use your Card after the expiration date. You may request a replacement Card by calling Customer Service. There is no cost to you for the first replacement Card you request each calendar year. Additional Card replacement requests within the same calendar year will incur a fee. Also, a replacement Card will automatically be mailed to you prior to the expiration of the soon-to-expire Card at no cost to you. A replacement card may not be automatically sent to you if your card has not had a balance-changing transaction, either a credit or a debit, in the preceding ninety (90) days.

If you need to replace your Card for any reason, please call Customer Service 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. There may be a fee for replacing a lost, stolen, or damaged Card or for expedited delivery of a replacement Card; for more information about the delivery options and applicable fees, see the Section labeled "*Fee Schedule*."

## **11. Foreign Transactions**

You may use the Card to purchase or lease goods or services everywhere Visa debit cards are accepted as long as you do not exceed the Available Balance, 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, you may be assessed an International Transaction Fee of 3% of the transaction amount (percent based on total US dollar transaction amount). "Domestic Area" is defined as any of the fifty (50) U.S. states, the District of Columbia, a U.S. Territory, U.S. military base, U.S. embassy, or U.S. Consulate. Transactions made outside of the Domestic Area are subject to this International Transaction Fee even if they are completed in U.S. currency. The fee will also apply if you are in the Domestic Area and the merchant is not a Domestic Area merchant.

## 12. Receipts

You should get a receipt at the time you make a transaction using your Card. You may need to retain receipts in order to verify or reconcile your transactions.

## 13. Negative Balances

If the Available Balance in the Account is insufficient to cover any authorized payment or withdrawal, we can refuse to honor the payment or withdrawal. If the Account balance should become negative for any reason, a deposit or deposits must be immediately made to cover the negative balance. If the Account has a negative balance for forty-five (45) calendar days, it may be closed. You will remain liable to us for any amounts owed due to negative balances, and we reserve the right to pursue all remedies under law to resolve any negative balance, including setting off the balance with other funds you may hold with the Bank.

## 14. Periodic Statement

You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get a statement at least quarterly). Periodic statements are available on the Vault website at [myvaultcard.com](http://myvaultcard.com).

## 15. 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. Any time 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 resulting in a zero balance on your Card Account.

### List of all fees for the Vault Visa® Payroll Card

All fees	Amount	Details
<b>Get started</b>		
Card purchase	\$0.00	
<b>Monthly usage</b>		
Monthly fee	\$0.00	
<b>Add money</b>		
Direct deposit	\$0.00	There is no fee to receive direct deposits from your employer(s), or for government benefits, or tax refunds.
Cash reload	Varies	We do not assess a fee for this service. Green Dot may assess a fee of up to \$5.95 when reloading your card at Green Dot reload agents. Fee subject to change. Reload locations may be found at <a href="http://myvaultcard.com">myvaultcard.com</a> , on the My Vault Card app and at <a href="http://www.attheregister.com">www.attheregister.com</a> .
<b>Spend money</b>		

Shopping or paying bills online with your card	\$0.00	Make purchases in-store, online or by phone using your card.
<b>Get cash</b>		
ATM Cash Withdrawal Domestic (In-Network)	\$0.00	No fee for ATM withdrawals at any in-network ATM (Allpoint) in the 50 U.S. states, Washington DC and Puerto Rico. Find in-network ATMs at myvaultcard.com, in the My Vault Card app or at allpointnetwork.com.
ATM Cash Withdrawal Domestic	\$2.50	Each out-of-network ATM withdrawal in the Domestic Area will incur a fee. Other third-parties, such as the ATM operator, may charge additional fees.
Cash back with purchase	\$0.00	At retailers that allow this service. Retailer may charge a fee for this service and may limit the amount of cash that can be received.
Over-the-Counter cash withdrawal at a Visa member bank	\$0.00	Over-the-counter teller cash withdrawals at Visa member banks.
ATM decline fee	\$0.00	No fee for declined ATM withdrawals.
<b>Information</b>		
Online and mobile app account management	\$0.00	Manage your account at myvaultcard.com or download the My Vault Card mobile app from your mobile device app store. Standard data rates and service carrier fees may apply.
Customer service	\$0.00	Call 1-888-333-4698 for 24/7 live agent and automated customer service assistance
ATM balance inquiry	\$0.00	We do not assess a fee to check your card balance at an ATM. For Out-of-Network ATMs, you may be charged a fee by the ATM operator.
Statement Copy Request	\$0.00	Statement copy sent to you by mail by a customer service representative.
Cardholder notifications	\$0.00	For email, text message and in-app notifications of account alerts (message and data fees from your carrier may apply)



<b>International Use</b>		
ATM Cash Withdrawal – International	\$2.50	Fee for cash withdrawals conducted at an ATM outside Domestic Area, plus the 3% International Transaction Fee. The ATM owner may charge fees of their own which would also be subject to the 3% International Transaction Fee.
International Transaction Fee	3%	Fee for purchases, ATM withdrawals and over-the-counter cash withdrawals conducted outside Domestic Area (percent based on total US dollar transaction amount). The fee will also apply if you are in the Domestic Area and the merchant is not a Domestic Area merchant, and transactions made outside of the Domestic Area are also subject to this International Transaction Fee even if they are completed in U.S. currency.
<b>Other</b>		
Replacement Card Fee	\$5.00	One (1) free card replacement per calendar year. Each additional card replacement per calendar year will incur a fee. A card reported lost/stolen will be closed and locked to help prevent unauthorized transactions. You must activate the new replacement card in order to use. Includes free standard shipping (7-10 business days). See below for express delivery fee.
Express Delivery	\$25.00	Fee for express delivery for replacement card orders (2-3 business days).
Card to Linked Account Transfer	\$0.00	We do not charge a fee to perform a transfer to your Linked Account.
Inactive Account Fee	\$2.95	Fee will be assessed each month in which there has not been a cardholder-initiated, balance changing transaction in the preceding 12 months. You may avoid this fee by conducting at least one balance changing transaction every 12 months. For cardholders in Hawaii, Minnesota, Montana, New York and Texas, this fee is waived.
<p>“Domestic Area” is defined as any of the fifty (50) U.S. states, the District of Columbia, a U.S. Territory, U.S. military base, U.S. embassy, or U.S. Consulate.</p> <p>Your account is eligible for FDIC insurance. Your funds will be held at or transferred to The Bancorp Bank, N.A., an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event The Bancorp Bank, N.A., fails, if specific deposit insurance</p>		

requirements are met. See <https://fdic.gov/deposit/deposits/prepaid.html> for details.

**No overdraft/credit feature.**

Contact The Bancorp Bank, N.A., at Vault Visa Payroll Card by calling 1-888-333-4698, by mail at Vault Visa Payroll Card, Cardholder Services Center, PO Box 636001, Highlands Ranch, CO 80163-6001, or visit [myvaultcard.com](http://myvaultcard.com) or the My Vault Card app (if accessible to you).

For general information about prepaid accounts visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid). If you have a complaint about a prepaid account call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).

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

**17. 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.

**18. Your Liability for Unauthorized Transfers**

Tell us AT ONCE if you believe your Card or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Card. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Card Account. If you tell us within 2 business days after you learn of the loss or

theft, you can lose no more than \$50 if someone used your Card or Card Account without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or code, and we can prove we could have stopped someone from using your Card or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was transmitted to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told 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.

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.

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

In Case of Errors or Questions About Your Electronic Transfers Telephone us, write us, or email us at the Dispute Processing Contact Information below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign- initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### **Dispute Processing Contact Information**

In case of errors or disputes related to your Card Account, please contact "Dispute Processing" at the phone number, address, email, fax, or website listed here:

1-888-333-4698  
Dispute Department  
PO Box 543000  
Omaha, NE 68154

[Bancorp-ubiquitydisputes@ubiquity.com](mailto:Bancorp-ubiquitydisputes@ubiquity.com)

605-653-1438 (Fax number)  
myvaultcard.com

Dispute Processing agents are available to answer your calls 24/7/365.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. 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.

### **20. 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.

### **21. 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.

### **22. Call and Text Message Consent**

You specifically consent to calls or SMS messages (including text messages) from us, our agents, representatives, affiliates, or anyone calling on our behalf, for servicing purposes arising out of or relating to your Card, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice,

and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text. You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your account (through skip trace, caller ID capture or other means), with information or questions about your application, Card, or your account. You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number. Your cellular or mobile telephone provider will charge you according to the type of plan you carry. You also agree that we may contact you by e-mail, using any email address you have provided to us or that you provide to us in the future. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes. You may withdraw consent to receive calls or SMS messages (including text messages) by calling 888-333-4698 or replying "STOP" to the SMS or text message short code.

### **23. 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 close your Card Account by contacting Customer Service. Your termination your Card or 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 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 or receiving an electronic check by email.

### **24. 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. CONTACT CUSTOMER SERVICE TO CANCEL THE CARD AND TO REQUEST A REFUND AND ALTERNATIVE METHOD OF RECEIVING YOUR WAGES, IF APPLICABLE.

You must file any arbitration against us within two years after the cause of action arises, unless federal or state law provides for a shorter time. If applicable law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as two years, you and we agree to the shortest permitted time under that state’s laws.

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 09/21/2022