

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

**BE SURE TO PROVIDE THIS ACCOUNTHOLDER AGREEMENT TO THE VIRTUAL ACCOUNT RECIPIENT.**

**Terms and Conditions/Definitions for the Vanilla® eGift Mastercard® Virtual Account.**

This Accountholder Agreement (“Agreement”) outlines the terms and conditions under which the Vanilla eGift Mastercard Virtual Account (the “Virtual Account”) has been issued by The Bancorp Bank, Wilmington, Delaware (the “The Bancorp Bank” or “Issuer”). The Issuer is an FDIC insured member institution. “Virtual Account” means the records we maintain to account for the value of claims associated with the Virtual Account. “You” and “your” mean the person or persons who receive the Virtual Account and are authorized to use it as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees. InComm Financial Services, Inc. is the entity managing the Virtual Account program (“Program Manager”). By accepting and using the Virtual Account, you agree to be bound by the terms and conditions contained in this Agreement. You acknowledge and agree that the value available in the Virtual Account is limited to the funds that have been loaded into the Virtual Account on your behalf. The Virtual Account is a prepaid account. The funds in the Virtual Account are pooled with funds of other account holders and held by the Program Manager in an account with the Issuer for your benefit, with the balance of such funds to be reduced through your use of such funds in accordance with the terms of this Agreement. The Virtual Account is not connected in any way to any other account. The Virtual Account is not a credit card. You will not receive a physical card device with the Virtual Account. The Virtual Account is not for resale. You will not receive any interest on the funds in the Virtual Account. The Virtual Account is the property of the Issuer and must be surrendered upon demand. The Virtual Account is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Virtual Account is not designed for business use, and we may close it if we determine it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

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

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

**Activate The Virtual Account**

The Virtual Account is active when it is received. The Virtual Account may be used immediately upon its receipt.

**Personal Identification Number**

You will not receive a Personal Identification Number (“PIN”) with the Virtual Account. However, you will be prompted to select a PIN while completing your first PIN-based transaction. The PIN you select can be any 4-digit code. You must use the same PIN for each subsequent PIN-based transaction. Avoid using obvious combinations like 1234, four identical numbers, your birthday or year.

You should not write or keep the PIN with the Virtual Account. Never share the PIN with anyone. When entering the PIN, be sure it cannot be observed by others and do not enter the PIN into any terminal that appears to be modified or suspicious. If you believe anyone has gained unauthorized access to the PIN, you should advise us immediately following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.”

**Authorized Virtual Account Users**

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

**Secondary Virtual Accountholder**

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

**Your Representations and Warranties**

**By purchasing the Virtual Account, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); and (ii) you received a copy of this Agreement, understand and agree that the terms of the Agreement are binding and must be complied with, and will provide it to the Virtual Account recipient and/or user.**

**By activating, retaining, using or authorizing use of the Virtual Account, you represent and warrant to us that: (i) the personal information provided to us in connection with the Virtual Account is true, correct and complete; (ii) you received a copy of this Agreement; (iii) you understand and agree that the terms of the Agreement are binding and must be complied with; and (iv) you accept the Agreement and Virtual Account.**

**Cash Access**

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

**Loading The Virtual Account**

The Virtual Account is not reloadable after being loaded at the time of purchase. Personal checks, cashiers checks, and money orders sent to the Issuer are not an acceptable form of loading. Any checks and money orders sent to the Issuer for 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 at the discretion of the Issuer.

The maximum dollar value of the Virtual Account can be found by calling 844-244-9758 or by visiting VanillaEGift.com. These are the limits associated with loading the Virtual Account:

Transaction Type	Frequency and/or Dollar Limits
Initial Load	One time \$20.00–\$500.00

For Virtual Account balance information, please call 844-244-9758 or visit VanillaEGift.com.

**Preauthorized Transfers**

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

**Using The Virtual Account/Features**

The maximum dollar value of the Virtual Account is the balance of the Virtual Account, which can be found by calling 844-244-9758 or by visiting VanillaEGift.com. These are the maximum amounts that can be spent on the Virtual Account:

Transaction Type	Frequency and/or Dollar Limits
Virtual Account Purchases (Signature)	No limit to the number of times per calendar day, up to \$500.00 per calendar day*
Virtual Account Purchases (PIN)	No limit to the number of times per calendar day, up to \$500.00 per calendar day*

\*Limits are restricted to the dollar value that has been loaded to the Virtual Account.

For Virtual Account balance information, please call 1-844-244-9758 or visit VanillaEGift.com.

You may use the Virtual Account for electronic commerce, mail order and/or telephone order purchases to purchase or lease goods or services in the fifty (50) states of the United States (“U.S.”) and the District of Columbia everywhere Debit Mastercard or PULSE® accounts are accepted as long as you do not exceed the available value of the Virtual Account and other restrictions (*see examples described below*) do not apply. The Virtual Account may not be used outside the U.S. and the District of Columbia, including internet and mail or telephone order merchants outside the U.S. and the District of Columbia. Some merchants do not allow accountholders to conduct split transactions where you use the Virtual Account as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Virtual Account to the Virtual Account. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to using the Virtual Account, the Virtual Account is likely to be declined.

**If you use the Virtual Account at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a “hold” on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.**

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

**Virtual Account restrictions include, but are not limited to: restricted geographic or merchant locations where there is a higher risk of fraud or illegal activity; restrictions to comply with laws or prevent our liability; and other restrictions to prevent fraud and other losses. For security reasons, we may, with or without prior notice, limit the type, amount, or number of transactions you can make on the Virtual Account. You may not use the Virtual Account for illegal online gambling or any other illegal transaction. We may increase, reduce, cancel, or suspend any of the restrictions or add new ones at any time. The Virtual Account cannot be redeemed for cash.**

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

**Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with the Virtual Account, you agree to accept credits to the Virtual Account for such refunds and agree to the refund policy of that merchant. The Issuer and Program Manager are not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Virtual Account. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

**Virtual Account Replacement**

If you need to replace the Virtual Account, please contact 1-844-244-9758 to request a replacement Virtual Account. You will be required to provide personal information which may include the 16-digit Virtual Account number, your full name, transaction history, copies of accepted identification, etc.

For information on replacing an expired Virtual Account, see the section below labeled “Expiration.”

**Expiration**

The Virtual Account will expire no sooner than five (5) years from the date of purchase. The funds on the Virtual Account do not expire. You will not be able to use the Virtual Account after the expiration date; however, you may request a replacement Virtual Account at no cost to you by following the procedures in the paragraph labeled “Virtual Account Replacement.” If you need a replacement Virtual Account for any reason other than due to the Virtual Account’s expiration, you may request one at any time by following the procedures in the paragraph labeled “Virtual Account Replacement.”

## Transactions Made In Foreign Currencies

**The Virtual Account may only be used within the fifty (50) U.S. states and the District of Columbia.**

### Receipts

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

### Virtual Account Balance/Transaction History

You are responsible for keeping track of the available balance of the Virtual Account. Merchants generally will not be able to determine the available balance. It's important to know the available balance before making any transaction. You may obtain information about the amount of money remaining in the Virtual Account by calling 1-844-244-9758. This information, along with a sixty (60) day history of Virtual Account transactions, is also available online at VanillaEGift.com. You also have a right to obtain a sixty (60) day written history of Virtual Account transactions by calling 1-844-244-9758 or by writing to P.O. Box 826, Fortson, GA 31808.

You will not automatically receive paper statements.

### Fee Schedule

**The Virtual Account has NO FEES AFTER PURCHASE (including dormancy, service or other fees). An Activation Fee per Virtual Account is paid by the purchaser at the time of purchase.**

### Confidentiality

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

1. Where it is necessary for completing transactions;
2. In order to verify the existence and condition of the Virtual Account for a third party, such as a merchant;
3. In order to comply with government agency, court order, or other legal or administrative reporting requirements;
4. If you consent by giving us your written permission;
5. To our employees, auditors, affiliates, service providers, or attorneys as needed; or
6. Otherwise as necessary to fulfill our obligations under this Agreement.

### Our Liability for Failure To Complete Transactions

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

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

### Your Liability for Unauthorized Transfers

Contact us at once if you believe the Virtual Account has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe the Virtual Account has been lost or stolen, or that someone has transferred or may transfer money from the Virtual Account without your permission, call 1-844-244-9758 or visit VanillaEGift.com. Under Mastercard Rules, you will not be held responsible for unauthorized transactions if you used reasonable care in protecting the Virtual Account from loss or theft and you promptly reported to us when you knew the Mastercard Virtual Account was lost or stolen. Zero Liability does not apply to Mastercard payment cards used for commercial purposes or anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us). If the Virtual Account has been lost or stolen, we will close the Virtual Account to keep losses down and will send a replacement Virtual Account.

### Other Miscellaneous Terms

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

### Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our website at VanillaEGift.com and any such amendment shall be effective upon such posting to that website. The current Agreement is available at VanillaEGift.com. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend the Virtual Account or this Agreement at any time. You may cancel this Agreement by returning the Virtual Account to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event the Virtual Account is cancelled, closed, or terminated for any reason, 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 Virtual Account 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 Virtual 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 sixty (60) for processing and delivery) and the option to receive an electronic check by email (requiring you to print a paper check).

### Information About Your Right to Dispute Transactions

In the case of a discrepancy or questions about the Virtual Account transaction(s), call 1-844-244-9758 or write to P.O. Box 826, Fortson, GA 31808 as soon as you can. You must contact us no later than sixty (60) calendar days after we posted the transaction(s) to the Virtual Account. You may request a written history of your transactions at any time by calling 1-844-244-9758 or writing to P.O. Box 826, Fortson, GA 31808.

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

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

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

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

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

### English Language Controls

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

### Customer Service

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

Vanilla eGift Mastercard Virtual Account  
P.O.Box 826  
Fortson, Georgia 31808  
1-844-244-9758

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

### Telephone Monitoring/Recording

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

### No Warranty Regarding Goods or Services as Applicable

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

### Arbitration

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

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

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

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of the Virtual Account, or any amounts owed on the Virtual Account, to any other person or entity; or iv) expiration of the Virtual Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE VIRTUAL ACCOUNT. SAVE YOUR RECEIPT AND CALL 1-844-244-9758 TO CANCEL THE VIRTUAL ACCOUNT AND TO REQUEST A REFUND.**

This Accountholder Agreement is effective (08/2019)