

CARDHOLDER AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the WellCare Visa® Incentive Card

This Card is not intended to be used to purchase alcohol, tobacco, lottery or firearms.

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the WellCare Visa Incentive Card has been issued to you by The Bancorp Bank, Wilmington, Delaware (the “The Bancorp Bank” or “Issuer”). The Issuer is an FDIC insured member institution. “Card” means the WellCare Visa Incentive Card issued to you by The Bancorp Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card Account” means the records we maintain to account for the value of claims associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, and our successors, affiliates, or assignees, InComm Financial Services Inc. is the entity managing the Card program (“Program Manager”). You acknowledge and agree that the value available in the Card Account is limited to the funds that have been loaded to the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card and the Card funds is identified on the front of the Card. The Card is a prepaid card. The Card is not a gift card or a gift certificate. You have received this Card as a gratuity, without the payment of any monetary value or consideration. You are not the owner of the Card or the funds underlying the Card. Your failure to activate and use the Card results in the loss of all right, title and interest in the Card and the underlying funds. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on the funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close the Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

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

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

Activate The Card

You must activate the Card before it can be used. You may activate the Card by calling 1-844-377-9737 or online at www.wellnesshealthvisacard.com. You will need to provide personal information in order to verify your identity.

Choosing A Personal Identification Number

You will not receive a Personal Identification Number (“PIN”) with the Card. However, when you first use the Card at a merchant’s Point of Sale (“POS”) device, any four digit code will work as the initial PIN for your first PIN-based transaction. After the first PIN-based transaction, you must use the same PIN for each subsequent PIN-based transaction, unless and until you choose to reset the PIN as described below in “Resetting The PIN”. Choose a PIN that you can remember easily.

Resetting The PIN

You have the option to deactivate and reset the current PIN by visiting www.wellnesshealthvisacard.com or by calling customer service at 1-844-377-9737. You will be required to provide information about the Card (Card number, expiration date and security code) prior to resetting the PIN. Once the PIN has been reset, you will then be able to select a new four digit PIN during your next PIN-based transaction at a merchant’s POS device.

Safeguarding The Card and PIN

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

Authorized Card Users

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

Secondary Cardholder

You may not request an additional Card for another person.

Your Representations and Warranties

By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least eighteen (18) years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States (“U.S.”) or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

Cash Access

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

Loading The Card

You may not load additional funds to the Card; only the Program Manager may load additional funds to the Card on behalf of WellCare of Georgia and in accordance with WellCare of Georgia’s terms and conditions. You will have access to the funds within twenty four (24) hours after activation. Card reloads may take up to fourteen (14) days to become available on the Card. Personal checks, cashier’s checks, and money orders sent to the Issuer are not an acceptable form of loading. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

Transaction Type	Frequency and/or Dollar Limits
Load(s) from Program Manager on behalf of WellCare of Georgia	Loads cannot cause the Card balance to exceed \$1,000.00.

Preauthorized Transfers

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

Using The Card/Features

The maximum value of the Card is restricted to \$1,000. These are the maximum amounts that can be spent on the Card:

Transaction Type	Frequency and/or Dollar Limits
Card Purchases (Signature)	You may use the Card for Signature purchases in any number of transactions up the balance of the Card.
Card Purchases (PIN)	You may use the Card for PIN purchases in any number of transactions up the balance of the Card.

You may use the Card to purchase or lease goods or services in the United States and District of Columbia everywhere Visa debit cards or PULSE cards are accepted as long as you do not exceed the value available on the Card Account. The Card may not be used outside of the United States and District of Columbia, including Internet and mail or telephone order merchants outside of the U.S. and District of Columbia. 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 the Card, the Card is likely to be declined.

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

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

Internet, mail, and phone order purchases conducted in the United States and District of Columbia may require that the ZIP code of the person to whom the Card was issued be on file. If you wish to make such Internet, mail, or phone order purchases, you must go to www.wellnesshealthvisacard.com and provide us with your ZIP code prior to making an Internet, mail, or phone order transaction. If you use the Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on the Card. The Card cannot be redeemed for cash. You may not use the Card for online gambling or any illegal transaction.

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

Non-Visa Debit Transactions

New procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as a PULSE transaction.

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

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

Returns and Refunds

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

Card Replacement

If you need to replace the Card for any reason, please contact us at 1-844-377-9737 to request a replacement Card. You will be required to provide personal information which may include the 16-digit Card number, your full name, transaction history, copies of accepted identification, etc.

Expiration

The Card will expire no sooner than 2 years from the date it was issued. **The funds on the Card expire when the Card expires.** You will not be able to use the Card after the expiration date. If you need a replacement Card for any reason other than the Card’s expiration, you may request one at any time, however there is a replacement Card fee, see the section labeled “Fee Schedule”.

GA_WellCare_W_1015/C1949_615_081516

Transactions Made In Foreign Countries

The Card 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 Card. You agree to retain, verify, and reconcile your transactions and receipts.

Card Account Balance/Periodic Statements

You are responsible for keeping track of the available balance of the Card 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 Card Account by calling 1-844-377-9737. This information, along with a sixty (60) day history of Card Account transactions, is also available online at www.wellnesshealthvisacard.com. You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling 1-844-377-9737 or by writing to P.O. Box 826, Fortson, Georgia 31808.

Fee Schedule

All fee amounts will be withdrawn from the Card Account and will be assessed as long as there is a remaining balance on the Card Account, except where prohibited by law. Any time the remaining Card Account balance is less than the fee amount being assessed, the balance of the Card Account will be applied to the fee amount resulting in a zero (\$0.00) balance on the Card Account.

Confidentiality

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

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

Your Liability for Failure To Complete Transactions

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

- (1) If through no fault of ours, you do not have enough funds available on the Card to complete the transaction;
- (2) If a merchant refuses to accept the Card;
- (3) If access to the Card has been blocked after you reported the Card lost or stolen;
- (4) If there is a hold or the funds are subject to legal or administrative process or other encumbrance restricting their use;
- (5) If we have reason to believe the requested transaction is unauthorized;
- (6) 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
- (7) Any other exception stated in our Agreement with you.

Your Liability for Unauthorized Transfers

Contact us at once if you believe the Card has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe the Card has been lost or stolen, or that someone has transferred or may transfer money from the Card Account without your permission, call 1-844-377-9737. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on the Card Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of the Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to ATM transactions outside the U.S. You must notify us immediately of any unauthorized use.

Other Miscellaneous Terms

The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of South Dakota 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 www.wellnesshealthvisacard.com, and any such amendment shall be effective upon such posting to that website. The current Agreement is available at www.wellnesshealthvisacard.com. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend the Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

Information About Your Right to Dispute Errors

In case of errors or questions about the Card Account transaction(s), call 1-844-377-9737 or write to P.O. Box 826, Fortson, Georgia 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 Card Account. You may request a written history of your transactions at any time by calling 1-844-377-9737 or writing to P.O. Box 826, Fortson, Georgia 31808.

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

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

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 an error occurred. Our investigation may take sixty (60) to ninety (90) calendar days (depending on the type of transaction you are questioning) from when we hear from you. 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.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, our investigation may take up to ninety (90) calendar days.

We will tell you the results within three (3) business days after completing our investigation. If we determine an error occurred we will correct the error promptly and credit the Card Account. If we decide there was no error, we will send you a written explanation. Copies of the documents used in our investigation may be obtained by contacting us at the phone number or address appearing 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 the Card, please contact:

WellCare Visa Incentive Card Customer Service

P.O. Box 826

Fortson, Georgia 31808

1-844-377-9737

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

Telephone Monitoring/Recording

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

No Warranty Regarding Goods or Services as Applicable

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

Arbitration

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

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

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

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

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

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

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

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD, CALL 1-844-377-9737 TO CANCEL THE CARD AND MAKE ALTERNATE ARRANGEMENTS TO RECEIVE THE FUNDS ASSOCIATED WITH THE CARD ACCOUNT.

This Cardholder Agreement is effective 9/2016.