

## VIRTUAL ACCOUNT HOLDER AGREEMENT

### IMPORTANT – PLEASE READ CAREFULLY

#### Terms and Conditions/Definitions for the Vanilla eReward Visa® Virtual Account

This document constitutes the agreement (“Agreement”) between you and The Bancorp Bank, Wilmington, Delaware (“The Bancorp Bank”) outlining the terms and conditions under which the Virtual Account has been issued. By accepting and using the Virtual Account, you agree to be bound by the terms and conditions contained in this Agreement. “Virtual Account” means the Vanilla eReward Visa Virtual Account issued to you by The Bancorp Bank. Virtual Account also means the records we maintain to account for the value of claims associated with the Virtual Account. “Issuer” means The Bancorp Bank or its depository affiliate. The Issuer” is an FDIC insured member institution. “You” and “your” mean the person or persons who have received the Virtual Account and are authorized to use the Virtual Account as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees. InComm Financial Services, Inc., P.O. Box 826, Fortson, Georgia 31808, is the entity managing the Virtual Account (“Program Manager”). You acknowledge and agree that the value available in the Virtual Account is limited to the funds that have been loaded to the Virtual Account on your behalf. The Virtual Account is a prepaid Account. You have received this Virtual Account as a gratuity without the payment of any monetary value or consideration. You are not the owner of the Virtual Account or the funds underlying the Virtual Account. Your failure to activate and use the Virtual Account results in the loss of all right, title and interest in the Virtual Account and the underlying funds. The Virtual Account is not connected in any way to any other account. The Virtual Account is not a credit Virtual Account and is not for resale. You will not receive any interest on the funds in the Virtual Account. The Virtual Account will remain 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 the Virtual Account 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 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 will be active when you receive it. You may begin using the Virtual Account immediately upon receipt.

#### Choosing A Personal Identification Number

When you first use the Virtual Account, any four-digit code will work as the initial Personal Identification Number (“PIN”) for the 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 the section labeled, “Resetting The PIN.” Choose a PIN that you can remember easily – but avoid using obvious numbers like “1234” or “5555.”

#### Resetting The PIN

If you need to reset the Virtual Account PIN, please visit VanillaEReward.com or call 1-844-244-9758. By visiting this website or calling Customer Service, you may deactivate the Virtual Account PIN. You will be required to provide information about the Virtual Account (the account number, expiration date and security code) to reset the PIN. You may then select a new four-digit PIN during the next PIN-based transaction.

#### 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, 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 the Virtual Account according to the terms and conditions of this Agreement.

#### Secondary Virtual Account holder

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

#### Your Representations and Warranties

By activating the Virtual Account or by retaining, using or authorizing the use of 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); (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 Virtual Account 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 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.

#### Loading The Virtual Account

You may not load funds to the Virtual Account. Only the Program Manager may load funds to the Virtual Account. You will have access to the funds within twenty-four (24) hours after the load. The Virtual Account is not reloadable after the initial loading. 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 Virtual Account 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 Virtual Account at the discretion of the Issuer.

The maximum value of the Virtual Account is restricted to \$500.00. These are the limits associated with loading the Virtual Account:

Transaction Type	Frequency and/or Dollar Limits
Load(s) from Program Manager	\$20.00 - \$500.00

#### Preauthorized Transfers

The Virtual Account cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers. 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 value of the Virtual Account is restricted to \$500.00. 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 day, \$500.00 per transaction, up to \$500.00 per day.
Virtual Account Purchases (PIN)	

You may use the Virtual Account to purchase or lease goods or services in the fifty (50) states of the United States (“U.S.”) and the District of Columbia online, by mail, or telephone everywhere Visa debit cards are accepted as long as you do not exceed the available value of the Virtual Account. 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 Virtual Account holders 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 swiping the Virtual Account, the Virtual Account is likely to be declined.

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When you use the Virtual Account to pay for goods or services, certain merchants (such as car rental companies, restaurants, and hotels) may ask us to authorize the transaction in advance and may estimate its final value up to twenty (20%) more to cover any tip or gratuity that you may add. When we preauthorize a transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on the Virtual Account funds for the amount indicated by the merchant (which may be more than the final settled transaction amount). We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction. Certain merchants that authorize high dollar amounts, e.g., rental car companies and hotels, may cause an “authorization” or “hold” on the available balance for up to thirty (30) days. Until the transaction finally settles or we determine it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge the Virtual Account for the correct amount of the final transaction, however, and will release the hold on any excess amount when the transaction finally settles.

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Virtual Account. You may not make preauthorized regular payments from the Virtual 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.

For security reasons, we may limit the amount or number of transactions you can make on the Virtual Account. The Virtual Account cannot be redeemed for cash. You may not use the Virtual Account for online gambling or any illegal transaction.

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.

#### Non-Visa Debit Transactions

New procedures are in effect that may impact you when you use the Virtual Account 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 Virtual Account through a POS terminal, sign the receipt, or provide the 16-digit Virtual Account 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 Virtual Account 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.

#### 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 or Program Manager is 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 for any reason, 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 it was issued. **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 be sent 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 the Virtual Account’s expiration, you may request one at any time.

#### 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/Periodic Statements

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 VanillaEReward.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 VanillaEReward.com.

You will not automatically receive paper statements.

#### Fee Schedule

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

Service Fee	\$2.50 (per month) beginning with the thirteenth (13 <sup>th</sup> ) month following the date of activation will be applied to the remaining balance except where otherwise required to comply with or prohibited by, applicable law. This fee will not be charged once the balance on the Virtual Account reaches \$0.00.
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#### 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 VanillaEReward.com. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on the Virtual Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of the Virtual Account. This reduced liability does not apply to certain commercial Virtual Account transactions, transactions not processed by Visa, or to ATM transactions outside the U.S. You must notify us immediately of any unauthorized use.

If the Virtual Account has been lost or stolen, we will close the Virtual Account to keep losses down 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 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 VanillaEReward.com, and any such amendment shall be effective upon such posting to that website. The current Agreement is available at VanillaEReward.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 calling 1-844-244-9758 to close the Virtual Account. 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 canceled, closed, or terminated for any reason, the unused funds will be returned to the Program Manager.

## Information About Your Right to Dispute Errors

In case of errors or questions about Virtual Account transaction(s), call 1-844-244-9758, 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 errors 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 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 Virtual Accounts, 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 Virtual 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 Virtual Account, please contact:

Vanilla eReward Visa Virtual Account

P.O. Box 826

Fortson, Georgia 31808

1-844-244-9758

Customer Service agents are available to answer your calls twenty-for (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 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. CALL 1-844-244-9758 TO CANCEL THE VIRTUAL ACCOUNT AND MAKE ALTERNATE ARRANGEMENTS TO RECEIVE THE FUNDS ASSOCIATED WITH THE VIRTUAL ACCOUNT.**

This Virtual Account holder Agreement is effective 12/2015.