

Vanilla Discover® Network Gift Card Cardholder Agreement

(Effective August 20, 2009)

Read this Prepaid Giftcard Cardholder Agreement carefully and keep it for future reference. If you will be giving this Prepaid Giftcard to another person, be sure to provide the recipient of the Prepaid Giftcard this Cardholder Agreement. This document constitutes the agreement ("Cardholder Agreement") between you, The Bancorp Bank, ITC Financial Licenses, Inc. and IH Financial Licenses, Inc. outlining the terms and conditions under which the Vanilla Discover Network Gift Card has been issued to you. "Prepaid Giftcard" means the Vanilla Discover Network Gift Card issued to you by The Bancorp Bank, Wilmington, Delaware and distributed and serviced either by ITC Financial Licenses, Inc. or IH Financial Licenses, Inc., depending upon the state or territory in which this Prepaid Giftcard is purchased. All Prepaid Giftcards sold in the State of Texas are distributed and serviced by ITC Financial Licenses, Inc. You may contact ITC Financial Licenses, Inc. by phone at 1-800-698-3436 or by mail at P.O. Box 826, Fortson, Georgia 31808. "Issuer" means The Bancorp Bank or its depository institution affiliate. The Issuer is an FDIC insured member institution. The Prepaid Giftcard is not connected in any way to any other account. The Prepaid Giftcard is a prepaid card. The Prepaid Giftcard is not connected in any way to any other account. The Prepaid Giftcard is not a credit card and will not enhance your credit rating. The Prepaid Giftcard is not for resale. You will not receive any interest on your funds on the Prepaid Giftcard. The funds on the Prepaid Giftcard are not insured by the FDIC or any other federal or state agency. You acknowledge and agree that the value on the Prepaid Giftcard is limited to the funds that you have loaded onto the Prepaid Giftcard or have been loaded onto the Prepaid Giftcard on your behalf. All funds associated with the Prepaid Giftcard shall be held by either ITC Financial Licenses, Inc. or IH Financial Licenses, Inc., depending upon the state in which the Prepaid Giftcard was sold, in an account with the Issuer for your benefit, with the balance of such funds to be reduced through your use of such funds or through the imposition of fees and other charges in accordance with the terms of this Cardholder Agreement. You agree to sign the back of the Prepaid Giftcard immediately upon receipt. Signing the back of the Prepaid Giftcard, using the Prepaid Giftcard, or allowing someone else to use the Prepaid Giftcard, means that you accept this Cardholder Agreement and you are responsible for all transactions. In this Cardholder Agreement the terms "we," "us," and "our" mean the Issuer, ITC Financial Licenses, Inc., IH Financial Licenses, Inc., our successors, affiliates and assignees and "you" or "your" mean anyone who has received the Prepaid Giftcard or is authorized to use it. You should always keep a record of your Prepaid Giftcard number and the customer service phone number provided herein in case of loss or theft. We may decline authorization for any illegal transaction, including, but not limited to any Internet gambling transaction. You agree not to use your Prepaid Giftcard for any illegal transaction. Our business days are Monday through Friday, excluding federal holidays, even if we are open.

The Bancorp Bank Fee Schedule

There are no fees charged to you, the Cardholder, when using the Prepaid Giftcard to purchase goods and services. All Issuer fee amounts will be withdrawn from your Prepaid Giftcard and will be assessed as long as there is a remaining balance on your Prepaid Giftcard, except where prohibited or modified by applicable law. Anytime your remaining Prepaid Giftcard balance is less than the fee amount being assessed, the balance of your Prepaid Giftcard will be applied to the fee amount.

- **Activation Fee:** The table below sets forth the maximum Activation Fee per Prepaid Giftcard paid by the purchaser at time of purchase. In certain states, this Activation Fee may be less than the fee amount set forth below.

Prepaid Giftcard	Fee
\$25 Gift Card	\$3.95
\$50 Gift Card	\$4.95

- **Service Fee:** A Service Fee of \$2.50 per month beginning with the seventh (7th) month from the day 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 Prepaid Giftcard reaches \$0.00.
- **Re-Issuance Fee:** We charge a \$5.95 fee to reissue or replace the Prepaid Giftcard for any reason. However, there are certain restrictions that must be met before we can replace your Prepaid Giftcard in certain circumstances. No Re-Issuance Fee applies if the Prepaid Giftcard is purchased in New Hampshire or Vermont or in any other state where such fees are not allowed. We reserve the right to require an affidavit and conduct an investigation into the validity of any request for a replacement Prepaid Giftcard.
- **Foreign Currency Exchange Rate and Fee:** Your Prepaid Giftcard may only be used within the fifty (50) U.S. states including the District of Columbia; it does not include the territories of Puerto Rico, U.S. Virgin Islands, and Guam.

Using This Prepaid Giftcard

The maximum value of your Prepaid Giftcard is identified on the front of the Prepaid Giftcard. The Prepaid Giftcard may be used when making purchases everywhere Discover Network cards are accepted within the fifty (50) United States and District of Columbia; it does not include the territories of Puerto Rico, U.S. Virgin Islands, and Guam. The Prepaid Giftcard cannot be used at merchants outside of the United States, including the Internet and mail order/telephone order merchants outside of the United States. Some merchants do not allow cardholders to conduct split transactions where you would use the Prepaid Giftcard as partial payment for goods and services and paying 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 Prepaid Giftcard to the Prepaid Giftcard. 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 Prepaid Giftcard, your Prepaid Giftcard is likely to be declined. The Prepaid Giftcard may not be refunded or exchanged for cash or credit. At the time of each purchase using the Prepaid Giftcard, you will be asked to sign a receipt for the transaction. The dollar amount of the purchase will be deducted from the value of the Prepaid Giftcard. Some merchants (such as restaurants and salons) will obtain an authorization/

approval on the Prepaid Giftcard for an amount up to twenty (20) percent or more than the total bill to cover any tip or gratuity that you may add to the purchase. Hotels, car rental agencies, and gas stations may also secure an authorization/approval on the Prepaid Giftcard in excess of the estimated purchase amount to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorization/approval will remain unavailable until the actual transaction posts to your Prepaid Giftcard (typically within seven (7) business days), although only the amount you actually authorize will be deducted from the value of the Prepaid Giftcard.

Using This Prepaid Giftcard at Gas Stations

There are certain payment situations that may require special or additional steps to use your Prepaid Giftcard. When using the Prepaid Giftcard at an automated fuel dispenser ("pay at the pump"), simply insert your Prepaid Giftcard and follow the instructions. If you pay at the pump, the merchant may preauthorize the transaction amount up to \$75.00 or more. If the transaction is not completed, you will need to go inside and pay the attendant prior to pumping.

Authorized Users

You are responsible for all transactions initiated and fees incurred by use of your Prepaid Giftcard. If you permit another person to have access to your Prepaid Giftcard or Prepaid Giftcard 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 Prepaid Giftcard according to the terms and conditions of this Cardholder Agreement.

Secondary Cardholder

You may not request an additional Prepaid Giftcard for another person.

Personal Identification Number

You will not receive a Personal Identification Number ("PIN") with your Prepaid Giftcard.

Cash Access

You may not use your Prepaid Giftcard to obtain cash from an Automated Teller Machine ("ATM"), Point-of-Sale ("POS") device, or by any other means. You may not use your Prepaid Giftcard at an ATM.

Loading Your Prepaid Giftcard

Additional funds may not be added to your Prepaid Giftcard. Your Prepaid Giftcard is non-reloadable. You will have access to your funds immediately after the Prepaid Giftcard is activated.

Overuse/Overspending

Each time you use your Prepaid Giftcard, you authorize us to reduce the value available in your Prepaid Giftcard Account by the amount of the transaction and any applicable fees. Transactions that exceed the remaining Prepaid Giftcard balance are prohibited and should be declined at the POS. If, notwithstanding an insufficient balance, an authorization is received by the merchant or the merchant uses other means to proceed with the transaction then you agree to reimburse us for any amount in excess of the Prepaid Giftcard balance for such a transaction. Once the balance on this Prepaid Giftcard reaches zero (0) all transactions will be declined. For security reasons, we may limit the number or amount of transactions you can make with the Prepaid Giftcard. You do not have the right to stop payment on any purchase or payment transactions that you originate through the use of the Prepaid Giftcard. You may not make preauthorized regular payments from your Prepaid Giftcard. If you authorize a transaction and 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.

Customer Service/Balance Inquiries

You are responsible for keeping track of your Prepaid Giftcard available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transactions. To check the available balance on your Prepaid Giftcard, review recent transactions, or obtain any other customer service at no charge, you may visit www.mynanillabalance.com or call 1-800-698-3436 anytime, twenty-four (24) hours a day, seven (7) days a week.

Returned or Exchanged Merchandise

If you are entitled to a refund for any reason for goods or services obtained with your Prepaid Giftcard, you agree to accept credits to your Prepaid Giftcard for such refunds and agree to the refund policy of that merchant. You agree that the Issuer and Discover Network, and their affiliates, employees, and agents, including but not limited to our processor, Interactive Communications International, Inc. ("iCom") and its affiliates, employees, and agents, are not responsible for the services or merchandise purchased with the Prepaid Giftcard or any damages resulting directly or indirectly from the use of the Prepaid Giftcard. If you have a problem with merchandise or services purchased with a Prepaid Giftcard, that problem needs to be adjusted and resolved with the merchant at whose establishment the transaction was made. Exchange or return of merchandise purchased in whole or in part with the Prepaid Giftcard will be governed by the procedures and policies of each merchant and applicable law. At the time of any exchange or return, you should present both the merchandise receipt and the Prepaid Giftcard. If you receive a credit, the credit may not be added to the available funds on the Prepaid Giftcard for seven (7) business days.

Receipts

You should get a receipt at the time you make a transaction using your Prepaid Giftcard. This may be your only record of the transaction; you agree to retain your receipts for future reference to verify and reconcile your transactions.

Error Resolution Procedures

In case of any errors or questions with respect to any Prepaid Giftcard transaction, call Prepaid Giftcard Services immediately at 1-800-698-3436. You must call within thirty (30) days of the date of the transaction. If you need more information about error resolution procedures please call Prepaid Giftcard Services at 1-800-698-3436. When you notify us, you must describe the error or transaction that you are unsure about and explain as clearly as possible why you need further information.

We may require that you send the complaint or question in an affidavit signed by you, within ten (10) business days of your call to us. Generally, we will tell you the results of the investigation within ten (10) business days after hearing from you and will correct any error promptly. If we need more time, however, it may take up to forty-five (45) calendar days to investigate your complaint or question. For errors involving a new Prepaid Giftcard, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question.

Prepaid Giftcard Replacement/Liability for a Lost/Stolen Prepaid Giftcard or Unauthorized Transaction

The Prepaid Giftcard can be replaced for any reason. However, there are certain restrictions that must be met before we can replace your Prepaid Giftcard in certain circumstances. You should call 1-800-698-3436 immediately to report a Prepaid Giftcard lost or stolen. You will be required to provide your name, the Prepaid Giftcard number, original value, and transaction history. We reserve the right to require an affidavit signed by you and conduct an investigation into the validity of any request. Under Discover Network Bylaws and Rules, your liability for unauthorized Discover Network transactions on your Prepaid Giftcard Account is \$0.00 if you notify us promptly and you exercise reasonable care in safeguarding your Prepaid Giftcard from loss, theft, or unauthorized use. This reduced liability does not apply if you have reported two (2) or more incidents of unauthorized use in the immediately preceding twelve (12) month period. If you notify us within two (2) business days, you can lose no more than \$50.00 if someone used your Prepaid Giftcard without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Prepaid Giftcard, you could lose as much as \$500.00. Also, if you become aware of and/or your transaction history shows transactions that you did not make, notify us at once. If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the transaction history was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Prepaid Giftcard.

Upon notice from you that your Prepaid Giftcard has been lost or stolen, we will close your Prepaid Giftcard Account to help keep losses down. We will charge a Re-Issuance Fee in the amount shown in the section of this Cardholder Agreement captioned "Fee Schedule" for any reissued or replaced Prepaid Giftcard, which will be deducted from the balance on the Prepaid Giftcard. A reissued Prepaid Giftcard may take up to thirty (30) days to process although we will endeavor to provide you with a reissued Prepaid Giftcard in as timely a basis as is reasonable under the circumstances.

Disclosure of Information to Third Parties

We may disclose information to third parties about your Prepaid Giftcard or the transaction you make:

- Where it is necessary for completing transactions;
- To verify the existence and condition of your Prepaid Giftcard to a third party, such as merchant;
- To utilize services of third parties and affiliate entities who assist us in providing the Prepaid Giftcard and related services;
- To comply with government agency rules, court orders, or other legal reporting requirements;
- If you give us your permission;
- If you owe us money or there are legal proceedings in connection with your Prepaid Giftcard, in which case, information may be released to attorneys, accountants, collection bureaus, financial institutions, and others involved in collection, adjudication, settlement or reporting;
- To our employees, auditors, affiliates, service providers, or attorneys as needed;
- To protect against potential fraud and other crimes; or
- When otherwise permitted by law. We may also share information about you and your Prepaid Giftcard, based on our transactions and experiences with you, with our parent, affiliate and subsidiary companies, and with InComm and its affiliates.

Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your Prepaid Giftcard on time or in the correct amount according to our Cardholder Agreement with you, we will be liable for your losses and damages. We will not be liable under certain circumstances, however, such as:

- If through no fault of ours, you do not have enough money on the Prepaid Giftcard to cover a transaction;
- If a merchant refuses to accept your Prepaid Giftcard;
- If the transaction would exceed your available funds;
- If the terminal or system was not working properly;
- If access to your Prepaid Giftcard has been blocked after you reported your Prepaid Giftcard lost or stolen;
- If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the transaction, despite reasonable precautions that we have taken;
- If the merchant authorizes an amount greater than the purchase amount; or
- As otherwise provided in this Cardholder Agreement or by law.

Expiration

The Prepaid Giftcard plastic is valid through the expiration date shown of the front of the Prepaid Giftcard or until the value on the Prepaid Giftcard reaches zero, except where prohibited or modified by applicable law. Prior to expiration you can apply the unused balance on your Prepaid Giftcard toward purchase of a new Prepaid Giftcard (the Re-Issuance Fee set forth above will apply, unless otherwise prohibited by applicable law). When the Prepaid Giftcard expires it will be closed and any unused balance will be handled according to applicable law. If there is a balance remaining after the expiration date, you can call 1-800-698-3436 to request that a new Prepaid Giftcard be issued as allowed in accordance with applicable law. The new Prepaid Giftcard will have a value equal to the remaining balance of the expired Prepaid Giftcard minus a Re-Issuance Fee in the amount shown in the section of this Cardholder Agreement captioned "Fee Schedule." The expiration date on the new Prepaid Giftcard will be at least twenty-four (24) months from the date of reissue, but may be longer if required by law.

Revocation/Cancellation

The Prepaid Giftcard will remain the property of the issuer and we may revoke or suspend the Prepaid Giftcard or this Cardholder Agreement at any time without cause or notice. You must surrender a revoked Prepaid Giftcard and may not use it to make purchases. You may cancel this Cardholder Agreement by returning the Prepaid Giftcard to us. Your termination of this Cardholder Agreement will not affect any of our rights or your obligations arising under this Cardholder Agreement prior to termination. Any remaining balance will be sent to you by check as long as you return the Prepaid Gift Card to Vanilla Discover Network Gift Card Customer Service, PO Box 826, Fortson, GA 31808, and provide your name and address. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

Internet, Mail, and Phone Order Purchases

Internet, mail, and phone order purchases may require that we have the name and address of the Prepaid Giftcard owner on file. If you wish to make Internet, mail, or phone order purchases, you will need to go to www.myvanillabalance.com and enter your name and address prior to performing an Internet, mail, or phone order transaction. If you use your Prepaid Giftcard number without presenting your Prepaid Giftcard (such as for mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Prepaid Giftcard itself.

No Warranty Of Availability Or Uninterrupted Use

From time to time Prepaid Giftcard services may be inoperative, and when this happens, you may be unable to use your Prepaid Giftcard or obtain information about your Prepaid Giftcard Account available balance. Please notify us at the Customer Service support center stated herein if you have any problems using your Prepaid Giftcard. You agree that the Issuer, InComm, ITC Financial Licenses, Inc., IH Financial Licenses, Inc. and Discover Network are not responsible for any interruption of service.

Website And Availability

Although considerable effort is expended to make our website and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of natures, labor disputes and armed conflicts.

You agree to act responsibly with regard to the website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the website's systems and integrity.

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

Other Terms

Your Prepaid Giftcard and your obligations under this Cardholder Agreement may not be assigned. We may transfer our rights under this Cardholder Agreement. Use of your Prepaid Giftcard is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Cardholder 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 Cardholder Agreement shall not be affected. This Cardholder Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

Amendment

We may amend the terms and conditions of this Cardholder Agreement at any time by posting the amended terms on our website, www.myvanillabalance.com, and any such amendment shall be effective upon such posting to the website. However, if the change is made for security purposes, we can implement such change immediately, without prior notice to you and before such change may be posted to the website. The current Cardholder Agreement is available at www.myvanillabalance.com.

Section Headings

Section headings in this Cardholder Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Cardholder Agreement.

English Language Controls

Any translation of this Cardholder 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 all customer service information regarding the Prepaid Giftcard, please contact:

Vanilla Discover Network Gift Card Customer Service
P.O. Box 826
Fortson, Georgia 31808
1-800-698-3436

This Cardholder Agreement is effective 08/2009.

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