

## CARDHOLDER AGREEMENT

### IMPORTANT – PLEASE READ CAREFULLY

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### BE SURE TO PROVIDE THIS CARDHOLDER AGREEMENT TO THE GIFT CARD RECIPIENT.

#### Terms and Conditions/Definitions for the Vanilla Discover® gift card

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the Vanilla Discover gift card (the “Gift Card”) has been issued by The Bancorp Bank, Wilmington, Delaware (the “The Bancorp Bank” or “Issuer”). The Issuer is an FDIC insured member institution. By accepting and using the Gift Card, you agree to be bound by the terms and conditions contained in this Agreement. “Gift Card Account” means the records we maintain to account for the value of claims associated with the Gift Card. “You” and “your” mean the person or persons who receive the Gift Card and are authorized to use it as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, and its successors, affiliates or assignees. InComm Financial Services, Inc., P.O. Box 826 Fortson, Georgia 31808 is the entity managing the Gift Card program (“Program Sponsor” or “Program Manager”). You acknowledge and agree that the value available in the Gift Card Account is limited to the funds that have been loaded into the Gift Card Account on your behalf. You agree to sign the back of the Gift Card immediately upon receipt. The expiration date of the Gift Card is identified on the front of the Gift Card. The Gift Card is a prepaid card. The Gift Card is not connected in any way to any other account. The Gift Card is not a credit card. The Gift Card is not for resale. You will not receive any interest on the funds in the Gift Card Account. The Gift Card is the property of the Issuer and must be surrendered upon demand. The Gift Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. All funds associated with the Card shall be held by the Program Manager in an account with the Issuer for your benefit. The Gift Card 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 Gift Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case the Gift 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 Gift Card

The Gift Card is active when it is received. The Gift Card may be used immediately upon its receipt.

#### Choosing A Personal Identification Number

You will not receive a Personal Identification Number (“PIN”) with the Gift Card. However, you will be prompted to select a PIN while completing your first point of sale (“POS”) transaction at a POS device. The PIN you select can be any 4-digit code. 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”. Avoid using obvious combinations like 1234, 4 identical numbers, your birthday or year.

#### Resetting Your PIN

You have the option to deactivate and reset the current PIN by visiting [www.myvanillabalance.com](http://www.myvanillabalance.com) or calling Cardholder Services at 1-800-698-3436. By visiting this website or calling customer service, you can have the Gift Card’s PIN deactivated. You will be required to provide information about the Gift Card (Gift Card number, expiration date and security code) prior to resetting the PIN. Once the PIN has been reset you may then select a new four digit PIN during your next PIN-based transaction at a POS device.

#### Safeguarding The Gift Card and PIN

Once you have chosen a PIN, you should take precautions to protect it. You should not write or keep the PIN with the Gift 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 Gift Card Users

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

#### Secondary Gift Cardholder

You may not request an additional Gift Card for another person.

#### Your Representations and Warranties

**By purchasing the Gift Card, you represent and warrant to us that:** (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States (“U.S.”) or the District of Columbia, and (iii) 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 Gift Card recipient and/or user.

**By activating, retaining, using or authorizing use of the Gift Card, you represent and warrant to us that:** (i) any personal information provided to us in connection with the Gift Card 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 Gift Card.

#### Cash Access

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

#### Loading The Gift Card

The Gift Card 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 Gift Card is printed on the front side of the Gift Card packaging. These are the limits associated with loading the Gift Card:

Transaction Type	Frequency and/or Dollar Limits
Initial Load	One time \$25.00 up to \$50.00

For Gift Card balance information, please call 1-800-698-3436 or visit [www.myvanillabalance.com](http://www.myvanillabalance.com).

#### Preauthorized Transfers

The Gift Card 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 Gift Card Account number to anyone.

#### Using The Gift Card/Features

The maximum dollar value of the Gift Card is printed on the front side of the Gift Card packaging. These are the maximum amounts that can be spent on the Gift Card:

Transaction Type	Frequency and/or Dollar Limits
Gift Card Purchases (Signature)	No limit to the number of times per day, up to \$50.00 per day*
Gift Card Purchases (PIN)	No limit to the number of times per day, up to \$50.00 per day*

#### \* Maximum purchase limits are restricted to the dollar value that has been loaded to the Gift Card Account.

For Gift Card balance information, please call 1-800-698-3436 or visit [www.myvanillabalance.com](http://www.myvanillabalance.com).

You may use the Gift Card to purchase or lease goods or services in the fifty (50) states of the United States (“U.S.”) and the District of Columbia everywhere Discover® cards or Maestro® cards are accepted as long as you do not exceed the available value of the Gift Card Account. The Gift Card 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 cardholders to conduct split transactions where you use the Gift 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 Gift Card Account to the Gift 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 Gift Card, the Gift Card is likely to be declined.

**If you use the Gift 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 Gift Card is declined, even though there are sufficient funds available, you should pay for your purchase inside with the cashier. If you use the Gift 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 Gift 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.

If you use the 16-digit Gift Card number without presenting the Gift Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you had used the Gift Card itself. For security reasons, we may limit the amount or number of transactions you can make on the Gift Card. The Gift Card cannot be redeemed for cash. You may not use the Gift Card for online gambling or any illegal transaction.

Each time you use the Gift Card, you authorize us to reduce the available value of the Gift Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Gift Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available balance of funds on the Gift Card, 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 Gift Card, you agree to accept credits to the Gift Card 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 Gift Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

#### Gift Card Replacement

If you need to replace the Gift Card, please call 1-800-698-3436 to request a replacement Gift Card. You will be required to provide personal information which may include the 16-digit Gift Card number, your full name, transaction history, copies of accepted identification, etc.

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

#### Expiration

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

#### Transactions Made In Foreign Currencies

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

### Gift Card Account Balance/Transaction History

You are responsible for keeping track of the available balance of the Gift 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 Gift Card Account by calling 1-800-698-3436. This information, along with a sixty (60) day history of Gift Card Account transactions, is also available online at [www.myvanillabalance.com](http://www.myvanillabalance.com). You also have a right to obtain a sixty (60) day written history of Gift Card Account transactions by calling 1-800-698-3436 or by writing to Vanilla Discover Gift Card Customer Service, P.O. Box 826, Fortson, Georgia 31808.

You will not automatically receive paper statements.

### Fee Schedule

The Gift Card has NO FEES AFTER PURCHASE (including dormancy, service or other fees). An activation fee per Gift Card is paid by the purchaser at the time of purchase. The table below sets forth the maximum activation fee per Gift Card paid by the purchaser at the time of purchase. The activation fee actually charged in connection with the sale of this Gift Card may be less than the fee amount the fee amount set forth below.

Card Value	Fee
\$25 Gift Card	\$3.44
\$50 Gift Card	\$3.94

### Confidentiality

We may disclose information to third parties about the Gift 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 Gift 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.

### Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from the Gift 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 Gift Card to complete the transaction;
2. If a merchant refuses to accept the Gift Card;
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 Gift Card has been blocked after you reported the Gift Card 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 Gift Card has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe the Gift Card has been lost or stolen, or that someone has transferred or may transfer money from the Gift Card Account without your permission, call 1-800-698-3436 or visit [www.myvanillabalance.com](http://www.myvanillabalance.com). Under Discover Financial Services Operating Regulations, unauthorized transactions on the Discover Gift Card Account will receive the Discover \$0.00 Fraud Liability Guarantee. This reduced liability does not apply if you are grossly negligent or fraudulent in the handling of the Gift Card; or you have reported two (2) or more incidents of unauthorized use in the immediately preceding twelve (12) month period; and you have received benefit from the unauthorized use of the Gift Card.

If the Gift Card has been lost or stolen, we will close the Gift Card Account to keep losses down losses down and will send a replacement Gift Card.

### Other Miscellaneous Terms

The Gift Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Gift 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.myvanillabalance.com](http://www.myvanillabalance.com), and any such amendment shall be effective upon such posting to that website. The current Agreement is available at [www.myvanillabalance.com](http://www.myvanillabalance.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 Gift Card or this Agreement at any time. You may cancel this Agreement by returning the Gift 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.

In the event the Gift Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you by check to be sent to the mailing address you provide to us. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

### Information About Your Right to Dispute Transactions

In the case of a discrepancy or questions about the Gift Card Account transaction(s), call 1-800-698-3436, or write to Vanilla Discover Gift Card Customer Service, 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 Gift Card Account. You may request a written history of your transactions at any time by calling 1-800-698-3436 or writing to Vanilla Discover Gift Card Customer Service, P.O. Box 826, Fortson, Georgia 31808.

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

1. Your name and the 16-digit Gift Card number.
2. A description of the transaction(s) including the date and dollar amount.
3. Why you believe there is a 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. Our investigation may take up to one hundred and twenty (120) days from the transaction settlement date. 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 a discrepancy occurred we will correct the discrepancy promptly and credit the Gift Card 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 Gift Card, please contact:

Vanilla Discover Gift Card Customer Service

P.O. Box 826

Fortson, Georgia 31808

1-800-698-3436

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 Gift Card.

### Arbitration

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

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

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

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

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

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

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

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE GIFT CARD. SAVE YOUR RECEIPT AND CALL 1-800-698-3436 TO CANCEL THE GIFT CARD AND TO REQUEST A REFUND.**

This Cardholder Agreement is effective 02/2016