

## CARDHOLDER AGREEMENT

### IMPORTANT – PLEASE READ CAREFULLY

It is important to register your prepaid account as soon as possible. Until you register your account and we verify your identity, we are not required to research or resolve any errors regarding your account. To register your account, go to MyVanillaCard.com or call us at 1-855-686-9513. We will ask you for identifying information about yourself (including your full name, address, date of birth, and Social Security Number), so that we can verify your identity.

**This Cardholder Agreement contains an Arbitration Clause requiring all claims to be resolved by way of binding arbitration.**

#### 1. Terms and Conditions/Definitions for the MyVanilla® Prepaid Mastercard®

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the MyVanilla Prepaid Mastercard has been issued to you by The Bancorp Bank, Wilmington, Delaware (“The Bancorp Bank” or “Issuer”). The Issuer is an FDIC insured member institution. “Card” means a MyVanilla Prepaid Mastercard issued by The Bancorp Bank. “Non-Personalized Card” means the temporary Card purchased directly from a participating retailer. “Personalized Card” means the Card personalized with the Cardholder’s name following successful completion of our identification and verification process (see the sections of this Agreement below labeled “*IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD ACCOUNT*” and “*Activate/Register The Non-Personalized Card*”). The Personalized Card is mailed to the Cardholder’s registered address on file. “Card Account” means the records we maintain to account for the value of claims associated with the Card. “You,” “your,” and “Cardholder” mean the person or persons who receive the Card and are authorized to use it as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees. InComm Financial Services, Inc. is the entity managing the Card Program (“Program Manager”).

By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded onto the Card Account. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. 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 your 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 your 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 your Card number and the customer care phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

#### 2. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open a Card Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver’s license or other identifying documents.

#### 3. Activate/Register The Non-Personalized Card

You must activate and register your Non-Personalized Card before it can be used. To do so, call 1-855-686-9513 and provide the following personal information: full name, full address, date of birth and social security number or visit MyVanillaCard.com, select the option labeled “Set Up Your Card” and follow the instructions provided. After activation, registration and successful identity verification, a Personalized Card will be mailed to you.

**IMPORTANT: The Card Account will not have full functionality (e.g., no Automated Teller Machine (“ATM”) withdrawals or other forms of cash access, no reloads of additional funds to the card, no direct deposit, no card-to-card transfers, no international use) until the Card has been successfully registered.**

#### 4. Activate The Personalized Card

You must activate your Personalized Card before it can be used. Activate it by calling 1-855-686-9513, or by visiting MyVanillaCard.com. You will also need to provide personal information in order to verify your identity.

#### 5. Personal Identification Number

You will not receive a Personal Identification Number (“PIN”) with your Card. However, you will be prompted to select a PIN when you activate and register the Non-Personalized Card. See the activation and registration instructions above. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled “*Your Liability for Unauthorized Transfers.*”

#### 6. Authorized Card Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number(s), 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.

#### 7. Secondary Cardholder

You may not request an additional Card for another person.

#### 8. Your Representations and Warranties

By activating and registering 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 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.

#### 9. Cash Access

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as permissible by a merchant, that bears the Mastercard®, Maestro® or PULSE® Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM and to withdraw funds from a participating bank (Over- the-Counter “OTC” withdrawals). **ATM withdrawals, OTC withdrawals, and cash back received at a POS are all subject to a cumulative maximum amount of \$5,000.00 daily and \$7,5000.00 monthly that can be withdrawn from your Card.** Please note that the daily/monthly combined maximum cumulative cash access limits are lower than the aggregate of each individual limit, which means that you may not withdraw the maximum amount per day/month from each cash access method.

These are our limits associated with withdrawing cash from your Card:

Transaction Type*	Frequency and/or Dollar Limits**
Cash Withdrawal (Domestic ATM)	5 times per day, \$400.00 per transaction, up to \$2,500.00 per month (past 30 days)
Cash Withdrawal (International ATM)	5 times per day, \$100.00 per transaction, up to \$2,000.00 per month (past 30 days)
Cash Withdrawal (POS)	No Limit to the number of times per day, \$3,000.00 per transaction, up to \$3,000.00 per day, maximum of \$5,000.00 per month (past 30 days)
Cash Withdrawal (Over-the-Counter)	No limit to the number of times per day, \$2,500.00 per transaction, up to \$2,500.00 per day, \$5,000.00 per month (past 30 days)

**\*All Cash Withdrawal (ATM, POS and Over-the-Counter) are all subject to a cumulative maximum amount of \$5,000.00 daily and \$7,500.00 monthly that can be withdrawn from your Card.**

\*\*ATM owner-operators, merchants and participating banks may impose their own fees and lower limits on cash withdrawals.

#### 10. Loading Your Card

You may load funds to your Card at any time. You may load your Card via: (i) direct deposit via ACH; (ii) at a retailer participating in the Vanilla Direct network (a “Vanilla Direct Retailer”); or (iii) deposits by phone or mobile device (“Remote Check Deposit”) (subject to availability), subject to the minimum and maximum amounts identified below. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed beyond the first day after the Issuer receives the transfer. If this occurs, then funds will generally be available within five (5) business days after initiating the transfer. At our discretion, we may allow a load payment in excess of the limits disclosed below, including the maximum value limit, to post to your Card Account. However, if such a load payment is permitted to post to your Card Account on one occasion, there is no guarantee that any load(s), in any form (including Remote Check Deposit, if available), in excess of the disclosed limit will be permitted in the future. While checks made payable to you as payee may be deposited to your Card Account using Remote Check Deposit, if available, any personal checks, cashiers checks, or money orders sent to the Issuer are not an acceptable form of loading. All such 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.

#### 11. Remote Check Deposit

You may load a check made out to you as the payee into your Card Account by downloading the MyVanilla mobile app to your mobile device and following the instructions provided in the app. The load process will require you to submit an image of the check along with your 13-digit Direct Deposit account number.

This service is provided by a third party money transfer service provider. To use it, you need to agree to the terms and conditions the service provider establishes from time to time. These terms and conditions may include certain fees for use of the service that are charged by the service provider. The terms and conditions, including the applicable fees, will be provided to you when you sign up for the service.

You will also be notified about any fee for a particular deposit before you authorize it. Generally, you will not have access to the money you load via remote check capture until your check clears (typically seven (7) business days). The service provider may offer immediate funds availability for a fee.

The maximum value of your Card is restricted to \$9,999.99.These are the limits associated with loading your Card:

Transaction Type**	Frequency and/or Dollar Limits
Direct Deposits*	No limit to the number of times per day, \$.01–\$9,999.00 per day
Cash Loads*	5 times per day, \$20.00–\$500.00 per transaction \$2,500.00 maximum per day, \$5,000.00 maximum per month (past 30 days)
Remote Check Deposit*	No limit to the number of times per day, single check maximum of \$2,500, \$5,000 maximum per day, \$10,000 maximum per month
Card to Card Transfer (incoming)	No limit to the number of times per day, \$500.00 per transaction, maximum of \$2,000.00 per month (past 30 days)
* Third party money transfer services used to load funds to your Card Account may impose their own per transaction, daily, weekly or monthly limits on the frequency or amount of cash you can load to your Card Account.	
** We may at our discretion allow a load payment in excess of these limits. See the “Loading Your Card” section for more details about this policy.	

#### 12. Preauthorized Transfers

Your 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 will not be made. The bank routing number and the 13-digit Direct Deposit account number are to be used only for the purpose of initiating direct deposits to your Card Account. You are not authorized to provide the bank routing number and the 13-digit Direct Deposit account number to anyone other than your employer or a payer.

#### 13. Using Your Card/Features

The maximum value of your Card is restricted to \$9,999.99. These are the maximum amounts that can be spent on your Card:

Transaction Type	Frequency and/or Dollar Limits
Card Purchases (Signature & PIN)	No limit to the number of times per day, \$5,000.00 per transaction, up to \$5,000.00 per day
Card to Card Transfer (outgoing)	No limit to the number of times per day, \$500.00 per transaction, maximum of \$2,000.00 per month (past 30 days)

You may use your Card to purchase or lease goods or services everywhere Debit Mastercard cards are accepted as long as you do not exceed the available value of your Card Account and other restrictions (see *examples described below*) do not apply. 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 Account 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 your Card, your Card is likely to be declined.

**If you use your Card at an automated fuel dispenser (“pay at the pump”), the transaction may be preauthorized for an amount up to \$75.00 or more. If your Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use your 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 pre-authorization 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 your 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 your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you had used the Card itself. **Card Account restrictions include, but are not limited to:** restricted geographic or merchant locations where there is a higher risk of fraud or illegal activity; restrictions to comply with laws or prevent our liability; and other restrictions to prevent fraud and other losses. For security reasons, we may, with or without prior notice, limit the type, amount, or number of transactions you can make on your Card. You may not use your Card for illegal online gambling or any other illegal transaction. **We may increase, reduce, cancel, or suspend any of the restrictions or add new ones at any time.** Your Card cannot be redeemed for cash.

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

#### 14. Returns and Refunds

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

#### 15. Card Replacement

If you need to replace your Card for any reason except at Card expiration, please contact 1-855-686-9513 to request a replacement Card. You will be required to provide personal information which may include your 16-digit Card number, full name, transaction history, copies of accepted identification, etc. There is a fee for replacing a lost, stolen or damaged Card. For information about the fee, see the section labeled “*Fee Schedule.*” A fee may also be assessed for expedited delivery of an additional Card; for more information about the delivery options and applicable fees, see the section labeled “*Fee Schedule.*” For information on replacing an expired Card, see the section below labeled “*Expiration.*”

#### 16. Expiration

Your Card will expire no sooner than the date printed on the front of it. **The funds on the Card do not expire.** You will not be able to use your Card after the expiration date; however, you may request a replacement Card at no cost to you by following the procedures in the section labeled “*Card Replacement.*” 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. For information about the fee, see the section labeled “*Fee Schedule.*”

#### 17. Transactions Made In Foreign Currencies

If you obtain funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from the available balance of your Card Account will be converted by Mastercard International Incorporated into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain funds or make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 3.5% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside the fifty (50) U.S. states and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

#### 18. Receipts

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

#### 19. Card Account Balance/Periodic Statements

You are responsible for keeping track of the available balance of your Card Account. Merchants generally will not be able to determine your available balance. It’s important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Card Account by calling 1-855-686-9513. This information, along with a twelve (12) month history of Card Account transactions, is available online at MyVanillaCard.com. If your Card is registered with us, you also have a right to obtain at least twenty four (24) months of written Card Account transactions by calling 1-855-686-9513 or by writing to InComm Financial Services, P.O. Box 826, Fortson, GA 31808-0826. You will not be charged a fee for this information unless you request it more than once per month, see the section labeled “Fee Schedule”.

You will not automatically receive paper statements.

#### 20. Fee Schedule

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

**List of all fees for MyVanilla Prepaid Mastercard®**

Fee	Amount	Details
<b>Get started</b>		
Purchase Fee	Up to \$3.95	
<b>Monthly Usage</b>		
Monthly Fee	\$0	
<b>Get cash</b>		
ATM withdrawal (In-network)	\$0	Per withdrawal. This is our fee. There is no additional fee charged by ATM owners for withdrawals made at participating MoneyPass® ATMs. "In-network" refers to the MoneyPass ATM Network. Locations can be found at <a href="https://www.moneypass.com">moneypass.com</a> .
ATM withdrawal (out-of-network)	\$0	Per withdrawal. This is our fee. "Out-of-network" refers to all ATMs outside of the MoneyPass ATM Network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
ATM Transaction Decline Fee	\$0.75	Per decline. This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Over the Counter Cash Withdrawal	\$1.95	Per transaction.
<b>Add money</b>		
Direct Deposit	\$0	
Cash reload	Up to \$3.95	Per transaction. Reload at a VanillaDirect Retailer. Each VanillaDirect Retailer may charge a transaction fee of up to \$3.95 in addition to the amount being loaded – see the VanillaDirect Retailer or call 1-855-686-9513 for additional details. This fee must be paid to the VanillaDirect Retailer in addition to the amount that you are adding to your Card and will not be charged to your Card.
Bank Transfer	\$0	Transfer funds from your bank account to your Card (transfer fee from originating bank may apply, see bank for details)
Card to Card Transfer (online)	\$0	Transfer funds from one MyVanilla Card account to another MyVanilla Card account via the MyVanilla website (MyVanillaCard.com).
Card to Card Transfer (via phone)	\$4.95	Per transfer. Transfer funds from one MyVanilla Card account to another MyVanilla Card account by calling customer service at 1-855-686-9513.
Remote Check Deposit (Third-Party) Ingo™ Money	5%	This is not our fee and is subject to change, accurate as of May 1st, 2019. Money in 10 Days - no fee. Fee of up to 5% of check value may apply when cashing a check to load your card at Ingo Money. Money in Minutes - 2% (pre-printed payroll or gov't checks) or 5% (all other checks), minimum \$5.00. Fee is deducted from check value. Go to <a href="https://www.ingomoney.com">ingomoney.com</a> for more information.
<b>Spend money</b>		
Per purchase	\$0	Per Signature transaction purchase
Per purchase	\$0	Per PIN Debit transaction purchase
<b>Information</b>		
Online Account Center	\$0	
Customer Service (automated or live agent)	\$0	By calling 1-855-686-9513
Customer Service	\$0	
Mobile Alerts	\$0	Standard text messaging rates may apply—see your wireless carrier for details.
ATM balance inquiry (in-network or out-of-network)	\$0.75	Per inquiry. This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction
<b>Using your card outside the U.S.</b>		
Per purchase	\$0.95	Per Signature Transaction Purchase
Per purchase	\$0.95	Per PIN Debit Transaction Purchase
International transaction	3.5%	Of the U.S. dollar amount in addition to the \$0.95 per purchase fee.
International ATM withdrawal	\$4.95	Per withdrawal. This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
ATM balance inquiry (in-network or out-of-network)	\$0.75	Per inquiry. This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
<b>Other</b>		
Inactivity	\$0	Per month, if your Card Account does not reflect any transaction activity (includes purchase transactions, cash withdrawals, addition of funds to your Card, or balance inquiries) during the prior 90 days.
Paper Statement Fee	\$4.95	Per statement, if requesting more than one paper statement per month.
Replacement Card Fee (Standard delivery 10-14 days)	\$6.00	Per Replacement Card
Replacement Card Fee with Expedited Shipment (Delivery 4-7 days)	\$21.00	Per Replacement Card with expedited shipping.
Balance Liquidation Fee	\$9.95	Assessed when you request to close your Card Account. If the remaining funds do not cover the balance liquidation fee the remaining balance is forfeited bringing your account to a zero balance.

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to The Bancorp Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event The Bancorp Bank fails, if specific deposit insurance requirements are met and your card is registered. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details. No overdraft/credit feature.

Contact InComm Financial Services, Inc. by calling 1-855-686-9513, by mail at P.O. Box 826, Fortson, GA 31808, or visit [myvanillacard.com](https://www.myvanillacard.com).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://www.cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](https://www.cfpb.gov/complaint).

**21: Confidentiality**

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

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

**22. Our Liability for Failure To Complete Transactions**

We do not properly complete a transaction from your 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:

- If through no fault of ours, you do not have enough funds available on your Card to complete the transaction
- If a merchant refuses to accept your Card
- If an ATM where you are making a cash withdrawal does not have enough cash;
- 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
- If access to your Card has been blocked after you reported your Card lost or stolen
- If there is a hold or your funds are subject to legal or administrative 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 completion of the transaction, despite reasonable precautions that we have taken; or Any other exception stated in our Agreement with you.

**23. Your Liability for Unauthorized Transfers**

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call 1-855-686-9513 or visit MyVanillaCard.com. Under Mastercard Rules, you will not be held responsible for unauthorized transactions if you have used reasonable care in protecting your Card from loss or theft and you have promptly reported to us when you knew that your Card was lost or stolen. Zero Liability does not apply to Mastercard payment cards that are used for commercial purposes, or anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us). In the event that Mastercard Zero Liability does not apply, if you notify us within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00. Also, if you become aware of and/or your statement/transaction history shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled "Information About Your Right to Dispute Errors." If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the statement 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods. If your Card has been lost or stolen, we will close your Card Account to keep losses down and will send a replacement Card. There is a fee for replacing your Card. For information about the fee, see the section labeled "Fee Schedule."

**24. Other Miscellaneous Terms**

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

**25. 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 MyVanillaCard.com, and any such amendment shall be effective upon such posting to that website. The current Agreement is available at MyVanillaCard.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 your 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.

In the event your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via check sent to the mailing address we have in our records.

For security purposes, you may be required to supply identification and address verification documentation prior to issuing a refund check. Allow 10 business days for processing and mailing of the refund check. There is a fee for a refund check. Please refer to the Fee Schedule above. In the event this Card Program is cancelled, closed, or terminated, we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Card Account balance, will be in the notice. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

**26. Information About Your Right to Dispute Errors**

In case of errors or questions about your Card Account, call 1-855-686-9513 or write to Cardholder Services, InComm Financial Services, P.O. Box 826, Fortson, GA 31808-0826 if you think an error has occurred on your Card Account or if you need more information about a transaction listed on your electronic or written history or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling 1-855-686-9513 or writing to InComm Financial Services, P.O. Box 826, Fortson, GA 31808-0826. You will need to tell us:

- Your name and the 16-digit Card number
- Why you believe there is an error, and the dollar amount involved
- Approximately when the error took place

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, and your Card Account is registered with us, we will credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card. Keep reading to learn more about how to register your Card Account.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Card Accounts, we may take up to twenty (20) business days to credit your Card Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address shown at the beginning of this section. If you need more information about our error-resolution procedures, call the telephone number shown above or visit MyVanillaCard.com.

It is important to register your Card Account as soon as possible. Until you register your Card Account and we verify your identity, we are not required to research or resolve any errors regarding your account. To register your Card Account, go to MyVanillaCard.com or call us at 1-855-686-9513. We will ask you for identifying information about yourself (including your full name, address, date of birth and Social Security Number, so that we can verify your identity).

**27. 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.

**28. Customer Care**

For customer care or additional information regarding your Card, please contact:

MyVanilla Prepaid Mastercard Customer Care

P.O. Box 826, Fortson, GA 31808-0826 1-855-686-9513

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

**29. 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 care or as required by applicable law.

**30. 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 your Card.

**31. Arbitration**

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of additional cardholders designated by you, if any; iv) your acquisition of the Card; v) your use of the Card; vi) the amount of available funds in the Card Account; vii) advertisements, promotions or oral or written statements related to the Card, as well as goods or services purchased with the Card; viii) the benefits and services related to the Card; or ix) 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 10017 or at [www.adr.org](https://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 your Card, or any amounts owed on your Card, to any other person or entity; or iv) expiration of the 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 CARD. CALL 1-855-686-9513 TO CANCEL THE CARD AND TO REQUEST A**

**REFUND, IF APPLICABLE.**

This Cardholder Agreement is effective (7/2020)