

**CARDHOLDER AGREEMENT**  
**IMPORTANT – PLEASE READ CAREFULLY**

**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 inPOWER Prepaid Mastercard®**

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the inPOWER 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 the inPOWER Prepaid Mastercard issued to you by The Bancorp Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card Account” means the records we maintain to account for the value of claims associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees. The Pay-O-Matic Corp is the entity managing the Card Program (“Program Manager”). You acknowledge and agree that the value available in the Card Account is limited to the funds that 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 service 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 Your Card**

You must activate your Card before it can be used. You may activate your Card by calling 1-844-441-8671, or by downloading the XtraPOWER Mobile Application. Visit [get.payomatic.com/mobile](http://get.payomatic.com/mobile) or go to your app store. You will need to provide personal information in order to verify your identity.

**4. 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 your Card. See the activation instructions in the “*Activate Your Card*” section. 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.*”

**5. 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.

**6. Secondary Cardholder**

You may not request an additional Card for another person.

**7. Your Representations and Warranties**

By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 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.

**8. 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®, Cirrus®, Accel®, Allpoint Acceptance Marks. All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM and withdraw funds from a participating bank (Cash Advance). Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per day. These are our limits associated with withdrawing cash from your Card:

Transaction Type	Frequency and/or Dollar Limits*
Cash Withdrawal (Domestic ATM)	3 times per rolling 24 hour period, \$300.00 per transaction, up to \$520.00 per rolling 24 hour period
Cash Withdrawal (International ATM)	3 times per rolling 24 hour period \$300.00 per transaction, up to \$520.00 per rolling 24 hour period
Cash Withdrawal (Cash Advance)	3 times per rolling 24 hour period, \$2,525.00 per transaction up to \$2,525.00 per rolling 24-hour period

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

### 9. Loading Your Card

You may load funds to your Card at any time. You will have access to your direct deposit funds on the effective date of the deposit as indicated by the payor. You will have access to the funds immediately after loading via Western Union, Green Dot MoneyPak® and Green Dot Reload @ the Register. Personal checks, cashier's checks, and money orders sent to the Issuer are not an acceptable form of loading. 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, in excess of the disclosed limit will be permitted in the future. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

The maximum value of your Card is restricted to \$15,000.00. These are the limits associated with loading your Card:

Transaction Type		Frequency and/or Dollar Limits*
Direct Deposits		4 times per rolling 24 hour period \$.01 - \$15,000.00 per rolling 24 hour period
Cash Loads**	Green Dot (MoneyPak® and Reload @ the Register)	10 times per 30 calendar days* \$950.00 per rolling 24 hour period; \$9,500.00 per 30 calendar days
	Western Union	10 times per 30 calendar days* \$950.00 per rolling 24 hour period; \$9,500.00 per 30 calendar days
	inPOWER Retail Locations	4 times per rolling 24 hour period \$2,500.00 per rolling 24 hour period.
<p><b>The minimum amount of the initial load and each reload is \$10.00. We may waive this minimum for loads at participating inPOWER retail locations.</b></p> <p>* 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.</p> <p>** 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.</p>		

### 10. 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 or provider will not be made. The Issuer's 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 Issuer's bank routing number and the 13 - digit Direct Deposit account number to anyone other than your employer or a payer.

### 11. Using Your Card/Features

The maximum value of your Card is restricted to \$15,000.00. These are the maximum amounts that can be spent on your Card:

Transaction Type	Frequency and/or Dollar Limits
Card Purchases (Signature)	4 times per rolling 24-hour period, up to \$2,525.00 per rolling 24 hour period
Card Purchases (PIN)	50 times per rolling 24 hour period, up to \$2,525.00 per rolling 24 hour period
Card to Card Transfer	2 times per rolling 24 hour period, up to \$2,500.00 per rolling 24 hour period
Card to bank account	2 times per rolling 24 hour period, up to \$2,500.00 per rolling 24 hour period

The Card may be used to purchase or lease goods or services everywhere Mastercard®, Maestro®, Accel®, 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 for which the Card is used as partial payment for goods and services and the remainder of the balance is paid 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 available Card Account funds 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 prior to swiping or dipping your Card that you would like to complete a split transaction, the transaction may be declined.

**If you use the Card at an automated fuel dispenser (“pay at the pump”), the transaction may be preauthorized for an amount up to \$100.00 or more. If the Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization places a hold on those available funds until the merchant sends the final payment amount of your purchase. Once the final payment amount is received, the hold on the pre-authorized amount will be removed. It may take up to ten (10) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.**

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

If you use the Card number without presenting the Card (such as for 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 limit the amount or number of transactions you can make on the Card. You may not use the Card for illegal gambling or any 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 the Card, you authorize us to reduce the available value of the Card Account by the amount of the transaction and any applicable fees. Except as may be permitted from time to time in accordance with the optional Account Guard feature, described in more detail in the following section, Cardholders are not permitted to use the Card to purchase or lease goods or services in amounts in excess of the available funds amount in the Card Account balance whether made through an individual transaction or a series of transactions. If a transaction occurs which exceeds the amount of available funds in the Card Account balance, whether or not due to the use of the optional Account Guard feature, the Cardholder remains fully liable for the amount of the transaction and any fees, as applicable.

**Optional Account Guard Feature (“ACCT Guard”):** As described above in the section labeled, “Using Your Card/Features,” a Cardholder generally does not have the right to make transactions or incur fees in amounts exceeding the available balance of the Card Account. However, at the Program Manager’s discretion, and as a courtesy, ACCT Guard eligible Cardholders may be able to complete selected transaction types (described below) even if the value of the transaction exceeds the Cardholder’s available Card Account balance. To be eligible, a Cardholder must have received at least three hundred dollars (\$300.00) in value loads by either direct deposit or ACH in the thirty-five (35) day time period prior to the attempted purchase transaction. We reserve the right to deny any transaction if available funds in the Card Account balance are insufficient to cover any transaction, fees, or other charges.

The types of transactions qualifying for the ACCT Guard feature are limited to: Domestic and International ATM cash withdrawals and purchase transactions made with or without the use of a PIN that creates up to a ten-dollar (\$10.00) negative Card Account balance. There are no fees assessed for the ACCT Guard feature, but any standard transaction fee associated with the cash withdrawal or purchase will be assessed.

It is important to keep track of the value in the Card Account because it is the Cardholder’s responsibility to determine if a negative balance has been created.

If a transaction is approved due to the use of ACCT Guard and it creates a negative balance in the Card Account, you are fully liable to us for the amount of the transaction and any applicable fees. You are responsible for depositing sufficient funds to bring the Card Account balance current within sixty (60) days of the Card Account balance becoming negative. The first or any subsequent value loads (including any value load that is attributable to the favorable resolution of a disputed claim, or other credit we authorize) made to the Card Account following the Card Account balance becoming negative will be automatically applied first to curing the negative balance. Any funds remaining from such value load(s) will then be made available for your use. Failure to make such value load(s) to cure the negative balance within the 60-day time frame described above will result in the deactivation of the Card and any Secondary Cards and/or your ineligibility for the ACCT Guard feature.

If you fail to cure the negative balance within ninety (90) days of the Card Account balance becoming negative due to the use of ACCT Guard, then the Card Account will be closed.

You acknowledge that a negative balance in the Card Account does not constitute an open-end line of credit. Even if we permit a negative balance on one or more occasions, we do not thereby obligate ourselves to permit a negative balance on any future occasion, and we may refuse to pay a negative balance for you at any time, even though we may have previously paid negative balances up to the ten-dollar (\$10.00) ACCT Guard limit. We have no obligation to notify you before we approve or decline a transaction that would result in a negative balance in the Card Account. Items will be approved or declined in the order they are received at the data processor.

## **12. 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. The Issuer or The Pay-O-Matic Corp is not 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.

## **13. Card Replacement**

If you need to replace your Card for any reason except at Card expiration, please contact 1-844-441-8671 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*.”

#### 14. 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, a replacement Card will automatically be mailed to you prior to the expiration of the soon-to-expire Card. If you need a replacement Card for any reason other than the Card's expiration, you may request one at any time by following the procedures in the section labeled "Card Replacement," however, there is a Card Replacement-Lost/Stolen fee. For information about the fee, see the section labeled "Fee Schedule."

#### 15. 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 an additional foreign currency conversion fee of 3% 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.

#### 16. 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.

#### 17. 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 1-844-441-8671. This information, along with a twelve (12) month history of Card Account transactions, is also available on XtraPOWER Mobile App through your app store or by going to [get.payomatic.com/mobile](http://get.payomatic.com/mobile). You also have a right to obtain a twenty four (24) months written history of Card Account transactions by calling 1-844-441-8671 or by writing to P.O. Box 551617, Jacksonville, FL, 32255.

You will not automatically receive paper statements.

#### 18. Fee Schedule

**All fees incurred will be deducted from your Card Account balance, except where prohibited by law. In the event your Card Account balance is less than the fee amount being assessed, the entire Card Account balance will be applied to the fee amount, and any unpaid fee amounts MAY RESULT IN THE FEE BEING PENDED UNTIL A VALUE LOAD IS RECEIVED, AT WHICH TIME THE FEE AMOUNT WILL BE DEDUCTED FROM YOUR CARD ACCOUNT. If there is a Pended Fee on your Card Account, any subsequent deposits or loads into your Card Account will first be applied to any negative balance and any Pended Fees. This means your remaining Card Account balance will be less than what you deposited into the Card Account. You may view Pended Fees in the in the XtraPOWER Mobile App through your app store or Visit: [get.payomatic.com/mobile](http://get.payomatic.com/mobile) under Transactions history or hear Pended Fees via the telephone automated service in the pending section of the transaction history.**

List of all fees for inPOWER Prepaid Mastercard®

All fees	Amount		Details
Get started			
Plan options	Pay-As-You-Go Plan	Monthly Plan	
New Card Account	\$0.00	\$0.00	There is no fee to open a Card Account.
Monthly usage			

Plan fee	\$0.00	\$7.95	<p><b>Monthly Plan:</b> You will be charged \$7.95 each month you are enrolled in the Monthly Plan.</p> <p><b>The fee descriptor that will be shown on transaction history statements is:</b> <i>Monthly Maintenance Fee</i></p> <p><b>Monthly Plan:</b> To qualify for a \$2.00 credit each month you must receive a <b>qualifying direct deposit</b> of paychecks and/or government benefits totaling at least \$100.00 in one (1) calendar month. If you are currently enrolled in the Monthly Plan, you will automatically be enrolled in the plan to receive the credit and if you are in the Pay-As-You-Go plan, you can visit a Pay-O-Matic Location to change to your plan.</p> <p>You may switch between the Pay-As-You-Go Plan and the Monthly Fee Plan one time during any ninety (90) day period. Changes made on, or before the 19<sup>th</sup> of the month will take effect on the 24<sup>th</sup> of each month. Changes made on, or after the 20<sup>th</sup> of the month will not be effective until the following month, on the 24<sup>th</sup>.</p> <p><b>The fee descriptor that will be shown on transaction history statement for the credit is:</b> <i>Monthly Maintenance Fee Credit</i></p>
Inactivity Fee	\$5.00	\$0.00	Per Month. A \$5.00 fee will be charged during each month in which there have been no cardholder-initiated, balance changing transactions for at least ninety (90) calendar days. You can avoid this fee by initiating at least one (1) balance changing transaction every ninety (90) calendar days.
Add Funds			
Direct deposit	\$0.00	\$0.00	There is no fee for Direct Deposit.
Cash load (first load at Retail Location)	\$2.95	\$0.00	Pay-O-Matic initial cash load fees are not deducted from the Card Account and will not show on electronic and written histories. You will be charged \$2.95 for the first cash load at Pay-O-Matic retail locations.
Cash reload (at a Retail Location)	\$2.50	\$2.50	Pay-O-Matic cash reload fees are not deducted from the Card Account and will not show on electronic and written histories. You will be charged \$2.50 per cash reload at Pay-O-Matic retail locations.
Western Union® cash reload	Up to \$5.95	Up to \$5.95	Retailers offering this service may assess a fee for each load you make. This is a third-party fee and is subject to change.
Green Dot (MoneyPak® and Reload @ the Register)	Up to \$5.95	Up to \$5.95	Retailers offering this service may assess a fee for each load you make. This is a third-party fee and is subject to change.
Spend money			
Per Purchase (PIN Domestic)	\$1.50	\$0.00	You will be charged \$1.50 per Point-of-Sale transaction using your PIN. <b>The fee descriptor that will be shown on transaction history statements is:</b> <i>Purchase using PIN</i>

Per Purchase (Signature Domestic)	\$1.50	\$0.00	You will be charged \$1.50 per Signature Point-of-Sale transaction. <b>The fee descriptor that will be shown on transaction history statements is:</b> <i>Purchase without PIN</i>
Get cash			
ATM Withdrawal (Domestic)	\$3.00	\$3.00	Per withdrawal. Please note, the ATM owner may charge you an additional fee. This ATM fee is a third-party amount assessed by the ATM operator only and is not assessed by us. <b>The fee descriptor that will be shown on transaction history statements is:</b> <i>Domestic ATM Withdrawal</i>
ATM Withdrawal Decline	\$0.00	\$0.00	Per ATM withdrawal decline. Please note, the ATM owner may charge you an additional fee. This additional ATM fee is a third-party amount assessed by the ATM operator only and is not assessed by us.
Cash Advance (over the counter International and Domestic)	\$3.00	\$3.00	Per transaction. <b>The fee descriptor that will be shown on transaction history statements is:</b> <i>Cash Advance</i>
In-store cash withdrawals (At retail locations)	Up to \$300 - \$2.75 \$300.01-\$2,500 - 1.75%	Up to \$300 - \$2.75 \$300.01-\$2,500 - 1.75%	Pay-O-Matic In-store withdrawal fees are not deducted from the Card Account and will not show on electronic and written histories. You will be charged \$2.75 for in-store cash withdrawal of up to \$300.00 and \$1.75% of the withdrawal amount of \$300.01-\$2,500.00 at Pay-O-Matic retail locations.
Access Information			
Customer service (IVR)	\$0.00	\$0.00	No fee for calling our automated customer service line, including for balance inquiries.
Live Customer Service	\$3.00	\$3.00	You will be charged \$3.00 per call. First 3 calls per calendar month are no charge.
Text Alerts	\$0.00	\$0.00	No fee to sign up for text alerts. Standard text messaging and data rates may apply. Please check with your cell phone carrier and inquire about fees your carrier may associate with Text Alerts.
XtraPOWER Mobile App	\$0.00	\$0.00	No fee to sign up for text alerts. Standard text messaging and data rates may apply. Please check with your cell phone carrier and inquire about fees your carrier may associate with your data plan.
ATM Balance Inquiry (Domestic)	\$1.00	\$1.00	Per balance inquiry at an ATM. You may be charged a fee by the ATM operator, even if you do not complete a transaction. This ATM operator fee is a third-party amount assessed by the ATM operator only and is not assessed by us.
Single Paper Statement	\$0.00	\$0.00	There is no fee for requesting a copy of your transaction history or statements.
Using your card outside the U.S.			

Foreign Currency Conversion Fee	3.00%	3.00%	<p>You will be charged 3.00% of the transaction amount in addition to any applicable international purchase fee or international ATM withdrawal fee. Both of these fees will appear separately in the Fee section of your monthly statement as either "International Purchase Using PIN", "International Purchase Without PIN" or "International ATM Withdrawal".</p> <p>Fee will be charged if you obtain funds or make a purchase in a currency other than the currency in which your Card was issued. 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.</p> <p>This fee will not be deducted separately from the Card Account and will not show on electronic and written histories.</p>
International Purchase Using PIN	\$1.50	\$0.00	<p>You will be charged \$1.50 per purchase transaction using your PIN plus the 3.00% Foreign Currency Conversion Fee of the transaction amount.</p> <p>Mastercard may charge you an additional fee to process international transactions. This fee is assessed by Mastercard and is not assessed by us and subject to change. This fee amount will be added to the transaction amount deducted from your Card Account balance.</p>
International Purchase Without PIN	\$1.50	\$0.00	<p>You will be charged \$1.50 per signature transaction plus the 3.00% Foreign Currency Conversion Fee of the transaction amount.</p> <p>Mastercard may charge you an additional fee to process international transactions. This fee is assessed by Mastercard and is not assessed by us and is subject to change. This fee amount will be added to the transaction amount deducted from your Card Account balance.</p>
International ATM Withdrawal	\$3.00	\$3.00	<p>Per transaction, plus the 3.00% Foreign Currency Conversion Fee of the transaction amount.</p> <p>Mastercard may charge you an additional fee to process international transactions. This fee is assessed by Mastercard and is not assessed by us and is subject to change. This fee amount will be added to the transaction amount deducted from your Card Account balance.</p> <p>The ATM owner may charge you an additional fee. The additional ATM fee is a third-party amount assessed by the ATM operator only and is not assessed by us. This ATM fee will be deducted from your Card Account balance.</p>
International Balance Inquiry at ATM	\$1.50	\$1.50	<p>Per balance inquiry at an ATM.</p> <p>You may be charged a fee by the ATM operator, even if you do not complete a transaction. This ATM operator fee is a third-party amount assessed by the ATM operator only and is not assessed by us.</p>
Other			
Card Replacement-Lost/Stolen	\$7.00	\$7.00	<p>Per card replacement request for a lost or stolen card. The fee is waived for expired and damaged cards. Allow 7-10 business days for delivery.</p>
Card Replacement-Name Change	\$7.00	\$7.00	<p>Per card replacement request for a name change on a card. The fee is waived for expired and damaged cards. Allow 7-10 business days for delivery.</p>

Expedited Overnight Delivery	\$18.00	\$18.00	Per request. Charged in addition to the Card Replacement fees above for overnight expedited delivery, excluding weekends.
Send Funds to Another Card	\$3.00	\$3.00	You will be charged \$3.00 per transaction.
Send Funds to a Bank Account	\$3.00	\$3.00	You will be charged \$3.00 per transaction.

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](http://fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact inPOWER Cardholder Services by calling 1-844-441-8671, by mail at P.O. Box 551617, Jacksonville, FL, 32255, or visit [inpowercard.com](http://inpowercard.com). For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://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](http://cfpb.gov/complaint).

## 19. Confidentiality

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

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your 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.

## 20. Our Liability for Failure To Complete Transactions

If 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:

- (1) If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) 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;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to a legal or administrative process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) 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
- (9) Any other exception stated in our Agreement with you.

## 21. 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 1-844-441-8671. 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 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 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 will 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."



## **22. 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 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 Delaware except to the extent governed by federal law.

## **23. Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on [www.inpowercard.com](http://www.inpowercard.com) and the mobile app. and any such amendment shall be effective upon such posting to that mobile app. The current Agreement is available at [www.inpowercard.com](http://www.inpowercard.com) and the mobile app. 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 a 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 canceled, closed, or terminated for any reason, you may request that the unused balance is refunded to you. For security purposes, you may be required to supply identification and address verification documentation prior to being issued a refund. In the event this Card Program is canceled, closed, or terminated, we will send you prior notice in accordance with applicable law. The notice will contain specific information and instructions, including how and when you may receive a refund of any remaining Card Account balance. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00. The time frame for processing and delivery of any refund depends on the method you select to receive it. Refund delivery methods may include, but not be limited to, mailing a paper check to you (allow up to forty-five (45) business days for processing and delivery) and the option to receive an electronic check by email (requiring you to print a paper check).

## **24. Information About Your Right to Dispute Errors**

In case of errors or questions about your Card Account, call 1-844-441-8671 or write to Cardholder Services, P.O. Box 551617, Jacksonville, FL, 32255. 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 1-844-441-8671 or writing to P.O. Box 551617, Jacksonville, FL, 32255. You will need to tell us:

1. Your name and the 16-digit Card number
2. Why you believe there is an error, and the dollar amount involved
3. 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.

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 the phone number or address shown at the beginning of this section. If you need more information about our error-resolution procedures, call 1-844-441-8671.

## **25. 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.

## **26. Customer Service**

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

inPOWER Prepaid Mastercard  
P.O. Box 551617  
Jacksonville, FL, 32255  
1-844-441-8671

Customer Service agents are available to answer your calls 24 hours a day, 7 days a week, 365 days a year (holidays excluded).

## **27. 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.

## **28. 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.

## **29. 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](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 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 1-844-441-8671 TO CANCEL THE CARD AND TO REQUEST A REFUND, IF APPLICABLE.**

This Cardholder Agreement is effective 04/2021