

Cardholder Agreement

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions of the Visa® Debit Card. This document ("Agreement") contains terms and conditions for the Visa Debit Card ("Card") issued by The Bancorp Bank ("Issuer"), Wilmington, Delaware, Member FDIC or its depository institution. Card is issued for the purpose of accessing funds for one or more employee or similar benefit plans ("Plan(s)") sponsored by an employer or other entity ("Sponsor"). Plan Administrator ("PA") refers to the employer or an agent responsible for administration of the Plan(s). "You" and "your" mean the person(s) receiving a Card and is authorized to use it as described in this Agreement. "We," "us," and "our" mean Issuer, our successors, affiliates, or assignees. The Card is an access device only to be used to access one or more Plan(s) such as a flexible spending account (FSA), health reimbursement arrangement (HRA) and/or a health savings account (HSA), depending on what your Sponsor offers. This Agreement governs the relationship between you and us regarding the Card, and our services related to the Card. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. The types of benefits that are available to you, the limitations on those benefits, and the qualifications to participate in them, are governed by documents provided to you by the Sponsor. Sponsor or PA determines which Plan(s) are available to each participant, their spouse and/or dependents. The Issuer is not a party to any Plan(s), plan documents or its contents within it and is not responsible for the information within the plan documents. Issuer is not responsible for the administration of any Plan(s), nor does it act as a Plan(s) fiduciary. You acknowledge and agree that the amount available for Card use is limited to the amount available in your Plan(s). You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of the 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 do not receive any interest on the funds in your Plan(s). 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 the Card if we determine it is being used for business purposes. We may refuse to process any transaction that 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 Card number and the customer service phone number provided in your Plan(s) documents or on the back of the Card on a separate piece of paper in case the Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

My Use-of-Card Promises – For each Plan(s) where you are enrolled and intend to use the Card, you certify that you will only use the Card in connection with the payment of qualifying expenses under that Plan(s). You acknowledge that you received and reviewed guidelines regarding which expenses are qualifying expenses under the Plan(s), and you agree to follow those guidelines. You also agree and affirm that any expense you pay with the Card will not be submitted (and has not been submitted previously) for reimbursement to any other plan or program of benefit coverage. Further, you agree to save all invoices and receipts for any expense you pay with the Card and, upon request, to submit these documents to your PA. You acknowledge that in order to process certain Card transactions it may be necessary to disclose information regarding your participation in the Plan(s) to third party service providers (such as benefits administrators that determine pharmacy and/or medical benefits under group health plans). The promises, requests and consents above will be considered My Use-of-Card Promises; and you understand that your acceptance of these (by activation or use of the Card) and your reliance on them has created a binding contractual commitment on your part regarding your use of the Card. You also understand that you will renew and reaffirm My Use-of-Card Promises each time you use or permit use of the Card.

Activate The Card – You must activate the Card before it can be used. You may activate the Card by calling the number listed on the activation label affixed to the front of the Card or the number listed on the mailer to which the Card was affixed. You will be prompted to provide information in order to verify your identity during the activation process.

Personal Identification Number, Cash Access, and ATM Use – You will receive a Personal Identification Number ("PIN") when you activate the Card. See the activation instructions in the paragraph titled "Activate The Card." You may not use the Card to obtain cash from an Automated Teller Machine ("ATM") Point-of-Sale ("POS") device or by any other means. You should not write or keep the PIN with the 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 titled "Your Liability for Unauthorized Transfers."

Authorized Users – You are responsible for all authorized transactions initiated and fees incurred by use of the Card. If you permit another person to have access to the Card or 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 such person(s). You are wholly responsible for the use of the Card according to the terms and conditions of this Agreement.

Dependent Cards – If you are the primary cardholder and it is allowed by Plan, you may request a Card for one or more dependents. You remain liable for any and all usage of any dependent Cards you authorize.

Representations and Warranties – By activating the Card or by relying, 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.

Loading The Card – Only your Sponsor or PA may add funds to your Plan(s). You will have access to the funds upon activation. Personal checks, cashiers' checks, and money orders sent to the Issuer are unacceptable forms of loading. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied toward 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.

Using The Card/Features The maximum amount that can be spent with the Card per day is limited to the available balance of Plan(s) linked to Card or \$99,999.99, whichever is less. You may use Card to purchase eligible goods or services at selected merchants ("Qualified Expenditures"), such as health care, dependent care, and transit merchants where Visa debit cards or NYCE cards are accepted as long as the value available in Plan(s) is not exceeded. Qualified Expenditures are determined by applicable law, rules and regulations, as well as Plan documents provided by PA or Sponsor. Each time the Card is used, the amount of the transaction and any applicable fees reduce the Plan balance, as determined by Admin. Preauthorization places a "hold" on available funds until the merchant sends the final payment amount of the purchase. Once the final payment amount is received, the preauthorized amount on hold is removed. It may take up to seven (7) days for the hold to be removed. During the hold period you do not have access to the preauthorized amount. Some merchants do not allow split transactions where you use Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender.

You do not have the right to stop payment on any purchase or payment transaction originated by use of Card. You may not make preauthorized regular payments using Card. If you authorize a transaction and then fail to purchase the item, the approval may result in a hold for that amount of funds for up to thirty (30) days. If Card number is used without presenting Card (e.g., mail order, telephone, or Internet purchase), the legal effect is the same as if you used Card itself. For security reasons, the amount or number of transactions you can make on Card may be limited. Card cannot be redeemed for cash or used for illegal gambling or any other illegal transaction. You may not exceed the available amount in Plan(s) through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available balance, you remain fully liable for the amount of the transaction and any applicable fees. If you believe a Card transaction was deducted from the incorrect Plan, contact the PA.

Non-Visa Debit Transactions – New procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions were processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, a transaction may be processed as either a Visa debit transaction or as a NYCE transaction. Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Should you choose to use the NYCE network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the NYCE network. Please refer to the paragraph titled "Your Liability for Unauthorized Transfers" for a description of the rights and protections applicable to Visa debit and non-Visa debit transactions. To initiate a Visa debit transaction at the POS, swipe or dip the Card at a POS terminal, sign the receipt, or provide the 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter the PIN at the POS terminal or provide the 16-digit Card number after clearly indicating a preference to route the transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

Returns and Refunds – If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card for such refunds and agree to the refund policy of that merchant. The Issuer, PA nor Sponsor are responsible for the delivery, quality, safety, legality or any other aspects of goods or services you purchase with the Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

Card Replacement – If you need to replace the Card for any reason, please contact your PA at the phone number printed in your plan documents or on the back of the Card to request a replacement Card.

Expiration – Unless cancelled, the Card will expire on the last day of the expiration date printed on the front of it; however, your ability to use the Card may end sooner than the Card expiration date depending on your enrollment status in your Plan(s). A replacement Card for the expiring Card may be automatically mailed to you depending on your enrollment status in your Plan(s).

Charges Made In Foreign Currencies – If you make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from your funds will be converted by Visa into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. If you make a purchase in a currency other than the currency in which the Card was issued, the Issuer may assess this foreign currency conversion fee of 3% of the transaction amount.

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

Balance/Transaction History – You may determine your Plan(s) balance or review any transaction by calling your PA at the number printed in your plan documents or on the back of the Card.

Confidentiality – We may disclose information to third parties about the 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 Card for a third party, such as a merchant; 3) In order to comply with government agency, court order, or other legal reporting requirements; 4) If you give 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 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 Plan(s) to complete the transaction; 2) If a merchant refuses to accept the Card; 3) If an electronic terminal where you are making a transaction does not operate properly, and you know about the problem when you initiated the transaction; 4) If access to the Card has been blocked after you reported the Card lost or stolen; 5) If there is a hold or your 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; 8) If your Sponsor did not add funds to your Plan(s) in a timely manner; or 9) Any other exception stated in our Agreement with you.

Your Liability for Unauthorized Transfers – Contact your PA at once if you believe the Card has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe the Card has been lost or stolen, or that someone has transferred or may transfer money from your Plan(s) without your permission, call your PA at the phone number printed in your plan documents. *Under Visa Core Rules, your liability for unauthorized Visa debit transactions through use of the Card is \$0.00 if you are not negligent or fraudulent in the handling of the Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us).* You must notify us immediately if you are unauthorized use. If the Card has been lost or stolen, we will close the Card to keep losses down and the PA may send a replacement Card.

Other Miscellaneous Terms – The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the 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.

Amendment and Cancellation – We may amend or change the terms and conditions of this Agreement at any time. 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 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.

Your Sponsor, the PA and/or you have the right to suspend or cancel a Card. The Card will be suspended if you (or an individual authorized by you) fail to use the Card in the manner it was intended. A suspended Card can be reactivated after you take corrective action. You will receive notification telling you why the Card is suspended and giving corrective instructions to reverse the suspension. The Card may be suspended for inappropriate and/or abusive transactions including, but not limited to, purchase of clearly non-Qualified Expenditures, purchases for ineligible individuals, providing Card access to inappropriate individuals, or delinquent claim submission to document transactions, and failure to make necessary fund replacements in your Plan(s). The Card may be cancelled if you lose eligibility status for your Plan(s). Such a status change may include an employment status change or your Sponsor no longer offering such accounts. We may also cancel the Card at the request of your Sponsor if you (or an individual authorized by you) repeatedly fail to use the Card in the manner it was intended. You will receive notice from the PA if the Card is cancelled.

Information About Your Right to Dispute Transactions – In case of a discrepancy or questions about your transactions, or you need more information about a transaction call your PA. You must contact your PA no later than sixty (60) days after we posted the transaction(s). In case of a discrepancy or questions about Card transactions you will need to tell us: 1) Your name and 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, you may be required to send your complaint or question in writing within sixty (60) calendar days after we posted the transaction 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. 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 credit the discrepancy promptly. 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 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 Card, please contact your PA at the phone number or address listed in your plan documents or on the back of the Card.

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 Card.

Arbitration – Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Card; iii) your acquisition of the Card; iv) your use of the Card; v) the amount of available funds in the Plan(s); vi) advertisements, promotions or oral or written statements related to the Card, as well as goods or services purchased with the Card; vii) the benefits and services related to the Card; or viii) 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.

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 Card, or any amounts owed on the 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 YOUR PA TO CANCEL THE CARD AND MAKE ALTERNATE ARRANGEMENTS TO ACCESS THE FUNDS ASSOCIATED WITH THE PLAN(S).

This Agreement is effective (04/2020).