

Cardholder Agreement

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the rapid! PayCard® Visa® Payroll Card
This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the rapid! PayCard® Visa® Payroll Card has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card” and “Companion Card” mean the rapid! PayCard® Visa® Payroll Card issued to you by The Bancorp Bank, Wilmington, Delaware. “Issuer” means The Bancorp Bank or its depository institution affiliate. The Issuer is an FDIC insured member institution. “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. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. 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. Our business days are Monday through Friday, excluding federal holidays, even if we are open. 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. Please read this Agreement carefully and keep it for future reference.

Obtaining Your Card

The USA PATRIOT Act is a federal law that 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 reasonably identify you. We may also ask to see your driver’s license or other identifying documents.

Authorized 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, 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.

Secondary Cardholder

You may request an additional Card (“Companion Card”) for another person. The maximum number of additional Cards permitted is one (1). You must notify us to revoke permission for any person you previously authorized to use the Card. If you notify us to revoke another person’s use of the Card, we may revoke your Card and issue a new Card with a different number. You remain liable for any and all usage of an additional Card you authorize.

Personal Identification Number

You will receive a Personal Identification Number (“PIN”) with your Card Account. You should not write or keep your PIN with your Card. 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.”

Cash Access

With your PIN, you may use your Card to obtain cash from any Point-of-Sale (“POS”) device, as permissible by merchant that bears the Visa®, Interlink®, STAR®, or Accel/Exchange® brand. With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“ATM”) that bears the Visa®, STAR®, Accel/Exchange®, or Allpoint™ brand. All ATM transactions are treated as cash withdrawal transactions. The maximum cumulative amount that may be withdrawn from an ATM per day is \$1,000.00 with a maximum of three (3) transactions per day. The maximum cumulative amount that may be withdrawn from an ATM per day with the Companion Card is \$1,000.00 with a maximum of three (3) transactions per day. The maximum cumulative amount that may be withdrawn from a participating bank (over the counter withdrawal) per day is the

available balance of your Card. Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per day.

Loading Your Card

You may add funds to your Card, called “value loading”, at any time. The minimum amount of the initial value load is \$10.00. The minimum amount of each value reload is \$10.00. The maximum amount of the initial value load is \$10,000.00. The maximum amount of each value reload is \$10,000.00. The maximum number of times you may load your Card per day is three (3). You may add value or load your Card via payroll direct deposit. You will have access to your funds by 10:00 a.m. EST on pay day. You may add value or load your Companion Card via card to card transfer by contacting 1-888-727-4314 or by logging into www.rapidfs.com. Your Companion Card will have access to funds immediately upon transfer.

Direct Deposit Account

Your prepaid Card Account and associated direct deposit account number cannot be used for preauthorized direct debits from merchants or from utility or Internet service providers. If presented for payment, these preauthorized direct debits will be declined and your payment to the merchant or provider will not be processed. The bank routing number and direct deposit account number are for the purpose of initiating direct deposits to your prepaid Card Account only. You are not authorized to provide this bank routing number and direct deposit account number to anyone other than your employer or payer.

Loading Your Companion Card

The secondary cardholder may not load additional funds to the Companion Card. Loads to the Companion Card may only be made by the primary Card cardholder via card to card transfer. The minimum amount of the initial value load is \$10.00. The minimum amount of each value reload is \$10.00. The maximum amount of the initial value load is \$1,000.00. The maximum amount of each value reload is \$1,000.00. The maximum number of times you may load your Companion Card per day is three (3).

Using Your Card/Features

The maximum amount that can be spent on your Card per day is \$3,500.00. The maximum value of your Card is restricted to \$10,000.00.

The maximum amount that can be spent on your Companion Card per day is \$1,000.00. The maximum value of your Companion Card is restricted to \$1,000.00.

You may use your Card to purchase or lease goods or services Visa debit cards, Interlink cards, STAR cards, or the Accel/Exchange brand are accepted as long as you do not exceed the value available on your Card Account. 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 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 merchant may preauthorize the transaction amount up to \$75 or more. If your Card is declined, even though you have sufficient funds available, 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 merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization 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.

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 used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction.

Each time you use your Card, you authorize us to reduce the value available in 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 balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

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

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. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must handle it directly with the merchant.

Card Replacement

If you need to replace your Card for any reason, please contact us at 1-888-727-4314 to request a replacement Card. There is a fee for replacing your Card.

Charges Made In Foreign Currencies

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa U.S.A. Inc. 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 Visa U.S.A. Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa U.S.A. Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain your 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% of the transaction amount and will retain this amount as compensation for its services.

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.

Card Account Balance/Periodic Statements

You are responsible for keeping track of your Card Account available balance. 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 1-888-727-4314. This information, along with a sixty (60) day history of Card Account transactions, is also available online at www.rapidfs.com. You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling 1-888-727-4314 or by writing us at Cardholder Services, P O Box 551617 Jacksonville, FL 32255. You will not automatically receive paper statements.

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. Anytime 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.

SCHEDULE OF CARDHOLDER FEES For Card	
Fees Per Card	Amount per Transaction
POS Purchase	FREE
POS PIN Purchase	\$0.50
POS Money Order -US Post Office	\$0.50
Unlimited POS Flat Monthly Fee	\$2.99

POS Purchase - NSF/Limit	\$0.50
ATM Cash Withdrawal - AllPoint	\$1.75
ATM Cash Withdrawal -Domestic	\$1.75
ATM Cash Withdrawal – International	\$3.50
ATM Balance Inquiry - NSF	\$0.75
Coinstar Balance Inquiry	\$0.50
Web Access	FREE
IVR Validation (Toll free account access)	FREE
ePay Stub - Web and IVR	FREE
Coinstar ePay Stub	\$0.40
Cash Advance	\$4.00
Provident ACH Withdrawal - Card to Bank Account	\$1.50
Funds Transfer – Card to Card	\$1.00
Debit for Request-a-Check	\$2.99
SMS Text Messages	FREE
Bill Pay Transaction	\$1.50
Bill Pay Reversal	\$1.50
Card Replacement for Lost/Stolen	\$10.00
Card Replacement for Lost/Stolen - Expedited	\$25.00
Card Replacement for Lost/Stolen - Overnight	\$35.00
Monthly Maintenance Fee – After six Months of Inactivity (activity defined as a cardholder initiated financial transaction)	\$4.95
Live Customer Service-Per Minute	FREE
Optional Paper Transaction History*	\$1.50 /per Request
*Upon request, cardholder may receive one printed and mailed paper transaction history per month at no charge	

SCHEDULE OF CARDHOLDER FEES For Companion Card	
Fees Per Card	Amount per Transaction
POS Purchase	FREE
POS PIN Purchase	\$0.50
POS Money Order - US Post Office	\$0.50
Unlimited POS Flat Monthly Fee	\$2.99
POS Purchase - NSF/Limit	\$0.50
ATM Cash Withdrawal - AllPoint	\$1.75
ATM Cash Withdrawal - Domestic	\$1.75
ATM Cash Withdrawal – International	\$3.50
ATM Balance Inquiry - NSF	\$0.75

Coinstar Balance Inquiry	\$0.50
Web Access	FREE
IVR Validation (Toll free account access)	FREE
Cash Advance	\$4.00
Provident ACH Withdrawal - Card to Bank Account	\$1.50
Funds Transfer – Card to Card	\$1.00
Debit for Request-a-Check	\$2.99
SMS Text Messages	FREE
Bill Pay Transaction	\$1.50
Bill Pay Reversal	\$1.50
Card Replacement for Lost/Stolen	\$10.00
Card Replacement for Lost/Stolen - Expedited	\$25.00
Card Replacement for Lost/Stolen - Overnight	\$35.00
Monthly Maintenance Fee	\$2.95
Live Customer Service-Per Minute	FREE
Optional Paper Transaction History*	\$1.50/per Request
*Upon request, cardholder may receive one printed and mailed paper transaction history per month at no charge	

If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. If you obtain cash from a bank teller, the bank may charge a fee. This ATM fee or bank fee is a third party fee amount assessed by the individual ATM operator or bank only and is not assessed by us. This ATM fee or bank fee amount will be charged to your Card.

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 merchant;
- (3) In order to comply with government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission; or
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

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 legal 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,

- (9) despite reasonable precautions that we have taken; or Any other exception stated in our Agreement with you.

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 us at 1-888-727-4314. Under Visa U.S.A. Operating Regulations, your liability for unauthorized Visa transactions on your Card Account is \$0.00 if you notify us promptly and you are not grossly negligent or fraudulent in the handling of your Card. If you notify us within two (2) business days, you can lose no more than \$50 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.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once. If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the 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 and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to keep losses down.

Other 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 anytime. 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 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.

Error Resolution Notice

In case of errors or questions about your Card Account, telephone us at 1-888-727-4314, write us at Cardholder Services, P.O. Box 551617, Jacksonville, FL 32255, as soon as you can, if you think an error has occurred in your Card Account. 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 us at 1-888-727-4314 or writing us at Cardholder Services, P.O. Box 551617, Jacksonville, FL 32255.

You will need to tell us:

1. Your name and Card Account number.
2. Why you believe there is an error, and the dollar amount involved.
3. Approximately when the error took place.

If you tell us orally, we may require that you send us 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, we will credit your Card Account within ten (10) business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our 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. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at 1-888-727-4314 or write to Cardholder Services, P.O. Box 551617, Jacksonville, FL 32255.

English Language Controls

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

Customer Service

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

Rapid! PayCard® Visa® Payroll Card
P O Box 551617
Jacksonville, FL 32255
1-888-RAPID 14 (1-888-727-4314)

This Cardholder Agreement is effective 10/2008.

OUR PRIVACY NOTICE

Your rapid! PayCard® Visa® Payroll Card account is operated by The Bancorp Bank and subscribes to The Bancorp Bank's privacy policy.

The Bancorp Bank values each and every customer relationship. Customers such as you have entrusted us not only with your finances, but also with your personal information. To protect and maintain this relationship, we've adopted a privacy policy to maintain the confidentiality of the information you have shared with us. We recognize your expectations for the responsible use and protection of your information and your right to privacy. To this end, The Bancorp Bank will maintain standards to reasonably ensure that your information is private and secure at all times. This notice will describe how your information is used, protected, and the benefits such use provides to you.

How we use, collect, and retain information about you.

Your relationship is important to us and we're committed to providing you with the best service possible. To do that, we gather information from a variety of sources to keep you informed about the many financial services, products, and benefits available to you as a The Bancorp Bank customer and to provide you the ability to manage your finances most effectively. For example, we collect information from the following sources:

1. From you whether in writing on applications, by telephone, electronically or by any other means. This information may include your name, address, employment information, and income;
2. Transactions with others or us. This information may include your account balances, payment history and account usage;
3. Consumer reporting agencies. This information may include account information and information about your creditworthiness and credit history; and,
4. Public sources. This information may include real estate records and telephone numbers.

If you end your customer relationship with us or become an inactive customer, we will treat the information we have about you as if you were still our customer. Responsible use of information provides customer benefits.

The information we collect provides significant benefits to you, our customer. This information:

1. Enables us to better understand your financial needs;
2. Assists us as we improve products and enhance customer service;
3. Allows us to comply with laws and regulations; and
4. Helps us protect you against fraud.

We will maintain accurate information about you.

We continually strive to maintain complete and accurate information about you and your accounts. Should you ever believe that our records contain inaccurate or incomplete information about you, please call us at 1-877-554-2339. We will investigate your concerns and correct any inaccuracies.

We will maintain a security program to protect your information.

We are committed to the security of your financial and personal information. We safeguard information according to established security standards and procedures, and we continually assess new technology for protecting information. We restrict access of personal information about you to those employees who need to know that information to provide products or services to you. Our employees are trained to understand and comply with these information principles. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information. You may view our Security policy on our website which provides additional detail.

Restrictions on disclosing your personal account information to outsiders.

We will not share your confidential information with any company or third party except as required or permitted by law. This means, for example, that we can disclose your confidential information:

- To third parties that help us provide products or services to you, such as companies that print your checks, data processors that work for the Bank, mail companies, or software vendors;
- To third parties that assist us in marketing accounts and services; to other financial institutions with which we have joint marketing agreements to enhance our financial product or service offerings;
- To investors or other financial institutions that purchase loans from us;
- To consumer reporting agencies;
- To third parties that process or service a financial product, service or transaction that you requested or authorized;
- To respond to a subpoena, court order or judicial process; to pursue a sale, merger, or transfer of all or a portion of a business or operating unit; to our regulators and auditors; to protect against or prevent fraud, manage risk, or resolve customer disputes;
- To a third party to whom you specifically authorize us to share the information.

Whenever other companies or third parties provide services for us or on our behalf, we require them by contract to maintain the appropriate safeguards to ensure the security and the confidentiality of the information that we provide them.

Because certain disclosures of confidential information are specifically required or permitted by law, we can make these disclosures even if you prefer we do not do so. Therefore, you do not have to respond to this notice in any way. We will maintain your privacy in business relationships with non-related third parties.

If we do provide customer information to a third party, we will insist, through a written agreement, that the third party adheres to similar privacy principles to those that The Bancorp Bank adheres to for keeping this information confidential. Disclosing our privacy commitment to you.

At The Bancorp Bank, we value our customer relationships. We want you to understand how we use the information you provide and our commitment to ensuring your personal privacy. If you have any questions about how The Bancorp Bank protects your confidential information, please contact us at 1-877-554-2339.

Use of Cookies

Our web site may use a feature of your Internet browser called a cookie. A cookie is a piece of information which a web server may place on your computer when you visit a web site. The use of cookies is to facilitate your Internet session, to maintain security and to improve the user experience. For example, we use cookies to verify your identity, remember your personal settings such as your offer preferences, and to monitor your use of our website to improve our services. If you choose not to enable cookies on your browser, you will not be able to use some of the services offered on our web site. Children's Privacy

We do not knowingly collect or use personal information from children under 13 without verifiable consent from their parents.

Member FDIC