

## ACCOUNTHOLDER AGREEMENT

### IMPORTANT – PLEASE READ CAREFULLY

### IMPORTANT – BE SURE TO PROVIDE THE VIRTUAL ACCOUNT RECEIPT THIS ACCOUNTHOLDER AGREEMENT.

#### Terms and Conditions/Definitions for the Vanilla eGift Visa® Virtual Account

This document constitutes the agreement (“Agreement”) between you and The Bancorp Bank, Wilmington, Delaware (“The Bancorp Bank”) outlining the terms and conditions under which the Virtual Account has been issued. By accepting and using the Virtual Account, you agree to be bound by the terms and conditions contained in this Agreement. “Virtual Account” means the Vanilla eGift Visa Virtual Account issued by The Bancorp Bank, and distributed and serviced by InComm Financial Services, Inc. All Virtual Accounts issued in the State of Texas are distributed and serviced by InComm Financial Services, Inc. You may contact InComm Financial Services, Inc. by phone at 1-844-244-9758 or by mail at P.O. Box 826, Fortson, Georgia 31808. Virtual Account also means the records we maintain to account for the value of claims associated with the Virtual Account. “Issuer” means The Bancorp Bank or its depository institution affiliate. The Issuer is an FDIC insured member institution. “You” and “your” mean the person or persons who have received the Virtual Account and are authorized to use it as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, and its successors, affiliates or assignees. You acknowledge and agree that the value available in the Virtual Account is limited to the funds that have been loaded to the Virtual Account on your behalf. The Virtual Account is a prepaid account. The funds in the Virtual Account are pooled with funds of other account holders and held by InComm Financial Services, Inc. in an account with the Issuer for your benefit, with the balance of such funds to be reduced through your use of such funds in accordance with the terms of this Agreement. The Virtual Account is not connected in any way to any other account. The Virtual Account is not a credit card and it is not for resale. You will not receive any interest on the funds in the Virtual Account. The Virtual Account remains the property of the Issuer and must be surrendered upon demand. The Virtual Account is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Virtual Account is not designed for business use, and we may close it if we determine it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

Write down the Virtual Account number you received and the customer service phone number provided in this Agreement on a separate piece of paper. Keep the paper in a safe place because you will not receive a physical card. Please read this Agreement carefully and keep it for future reference.

#### Authorized Users

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

#### Secondary Account Holder

You may not request an additional Virtual Account for another person.

#### Activating The Virtual Account

The Virtual Account will be active when you receive it.

#### Choosing A Personal Identification Number

When you first use the Virtual Account, any four-digit code will work as the initial Personal Identification Number (“PIN”) for the first PIN-based transaction. After the first PIN-based transaction, you must use the same PIN for each subsequent PIN-based transaction, unless and until you choose to reset the PIN as described below in the section labeled, “Resetting The PIN.” Choose a PIN that you can remember easily – but avoid using obvious numbers like “1234” or “5555.”

#### Resetting The PIN

If you need to reset the Virtual Account PIN, please visit VanillaeGift.com or call 1-844-244-9758. By visiting this website or calling Customer Service, you may deactivate the Virtual Account PIN. You will be required to provide information about the Virtual Account (the account number, expiration date and security code) to reset the PIN. You may then select a new four-digit PIN during the next PIN-based transaction.

#### Cash Access

Because you will not receive a card, you may not use the Virtual Account to obtain cash from an Automated Teller Machine (“ATM”), Point-of-Sale (“POS”) device, or by any other means.

#### Loading The Virtual Account

Additional funds may not be added to the Virtual Account. The minimum amount of the initial value load is \$20.00. The maximum amount of the initial value load is \$500.00. The Virtual Account is non-reloadable. You will have access to the funds within twenty-four (24) hours after the initial value load.

#### Using The Virtual Account/Features

The maximum amount that can be spent per day by using the Virtual Account is the balance of the Virtual Account. The maximum value of the Virtual Account is \$500.00. You may use the Virtual Account to purchase or lease goods or services in the U.S. and District of Columbia online, by mail or telephone wherever Visa® debit accounts and PULSE® accounts are accepted as long as you do not exceed the value available in the Virtual Account. The Virtual Account may not be used outside the U.S. and District of Columbia including online and mail or telephone orders if the merchant is outside the U.S. and District of Columbia. Some merchants do not allow split transactions where you would use the Virtual Account as partial payment for goods and services and remit the remainder of the balance with another form of payment. 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 in the Virtual Account to the Virtual Account. You must then arrange to pay the difference using another payment method. If you fail to inform the merchant that you would like to complete a split transaction the transaction is likely to be declined. For security reasons, we may limit the amount or number of transactions you can make with the Virtual Account. The Virtual Account cannot be redeemed for cash. You may not use the Virtual Account for online gambling or any illegal transaction.

Each time you use the Virtual Account, you authorize us to reduce the value available in it by the amount of the transaction and any applicable fees. You may not spend any amount in excess of the available amount of the Virtual Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in the Virtual Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

#### Merchant Authorization Holds

When you use the Virtual Account to pay for goods or services, certain merchants (such as car rental companies, restaurants, and hotels) may ask us to authorize the transaction in advance and may estimate its final value up to twenty (20%) more to cover any tip or gratuity that you may add. When we preauthorize a transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on the Virtual Account funds for the amount indicated by the merchant (which may be more than the final settled transaction amount). We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction. Certain merchants that authorize high dollar amounts, e.g., rental car companies and hotels, may cause an “authorization” or “hold” on the available balance for up to thirty (30) days. Until the transaction finally settles or we determine it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge the Virtual Account for the correct amount of the final transaction, however, and will release the hold on any excess amount when the transaction finally settles. You do not have the right to stop payment on any purchase or payment transaction originated by use of the Virtual Account. You may not make preauthorized regular payments from the Virtual 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 the Virtual Account, you agree to accept credits to it for such refunds and agree to the refund policy of that merchant. If you have a problem with a purchase that you made with the Virtual Account, or if you have a dispute with the merchant, you must handle it directly with the merchant.

#### Fee Schedule

The Card has NO FEES AFTER PURCHASE (including dormancy, service or other fees). An Activation Fee per Card is paid by the purchaser at the time of purchase.

#### Lost or Stolen Virtual Account

If you need to replace the Virtual Account number for any reason, please contact 1-844-244-9758 to request a replacement. You will be required to provide personal information which may include the Account number, full name, transaction history, and other relevant information.

#### Expiration

The Virtual Account will expire no sooner than five (5) years from the date of purchase. The funds in the Virtual Account do not expire. You will not be able to use the Virtual Account after the expiration date; however, you may request a replacement Virtual Account number at no cost to you by calling customer service at 1-844-244-9758.

#### Transactions Made In Foreign Countries or Currencies

The Virtual Account may not be used for any transaction if the merchant is outside the U.S. and District of Columbia, or if the merchant submits a transaction to us in a currency other than U.S. Dollars.

#### Receipts

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

#### Virtual Account Balance/Periodic Statement

You are responsible for keeping track of the available balance of the Virtual Account. Merchants are generally unable to determine the available balance. It's important to know the available balance before making any transaction. You may determine the available balance by viewing the Virtual Account transaction history at VanillaeGift.com or by calling 1-844-244-9758. The transaction history will be made available in printable format free of charge at VanillaeGift.com. You will not receive paper statements.

#### Confidentiality

We may disclose information to third parties about the Virtual Account or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of the Virtual Account 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; 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 the Virtual Account on time or in the correct amount according to this 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 in the Virtual Account to complete the transaction;
- (2) If a merchant refuses to accept the Virtual Account number;
- (3) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (4) If access to the Virtual Account has been blocked after you reported it lost or stolen;
- (5) If there is a hold or the funds are subject to legal process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (8) Any other exception stated in this Agreement with you.

#### Your Liability for Unauthorized Transfers

Contact us at once if you believe the Virtual Account number has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe the Virtual Account number has been lost or stolen, or that someone has transferred or may transfer money from the Virtual Account number without your permission, call us at 1-844-244-9758. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on the Virtual Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of the Virtual Account. You must notify us immediately of any unauthorized use.

#### Other Terms

The Virtual Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Virtual Account 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 South Dakota except to the extent governed by federal law.

#### Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time. 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 Virtual Account or this Agreement at any time for any reason (for example, if we suspect fraud or unauthorized activity), subject to applicable law. You may cancel this Agreement by contacting us in writing. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

We reserve the right, in our sole discretion, to limit your use of the Virtual Account. We may suspend or terminate Virtual Account privileges with or without cause or notice, other than as required by applicable law. In the event that the Virtual Account is canceled, closed, or terminated for any reason, you may request the unused balance be returned to you by check sent to the mailing address we have in our records.

#### Right to Dispute Errors

In case of errors or questions about your Virtual Account transaction(s), call 1-844-244-9758 or write to P.O. Box 826, Fortson, GA 31808 as soon as you can. You must contact us no later than sixty (60) calendar days after we posted the transaction(s) to your Virtual Account. You may request a written history of your transactions at any time by calling 1-844-244-9758 or writing to P.O. Box 826, Fortson, GA 31808.

In case of errors or questions about the Virtual Account transactions you will need to tell us:

1. Your name and Virtual Account number.
2. A description of the transaction(s) including the date and dollar amount.
3. Why you believe there is an error

If you provide this information orally, we may require that you send the details listed above in writing within sixty (60) calendar days after we posted the transaction(s) you are questioning. You agree to cooperate fully with our investigation and to provide any additional information or documentation we may need for the claim.

Once we have the required details, information, and/or documents, we will determine whether an error occurred. Our investigation may take sixty (60) to ninety (90) calendar days (depending on the type of transaction you are questioning) from when we hear from you. 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.

For errors involving new Virtual Accounts, POS transactions, or foreign-initiated transactions, our investigation may take up to ninety (90) calendar days.

We will tell you the results within three (3) business days after completing our investigation. If we determine an error occurred we will correct the error promptly and credit the Virtual Account. If we decide there was no error, we will send you a written explanation. Copies of the documents used in our investigation may be obtained by contacting us at the phone number or address appearing at the beginning of this section.

#### English Language Controls

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

#### Customer Service

For customer service or additional information regarding the Virtual Account, please contact:

Vanilla eGift Visa Virtual Account

P.O. Box 826

Fortson, Georgia 31808

1-844-244-9758

#### 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.

#### Arbitration

Any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: i) this Agreement; ii) the Virtual Account; iii) your purchase of the Virtual Account; iv) your usage of the Virtual Account; v) the amount of available funds in the Virtual Account; vi) advertisements, promotions or oral or written statements related to the Virtual Account, as well as goods or services purchased with the Virtual Account; vii) the benefits and services related to the Virtual Account; or viii) transaction on the Virtual Account, 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 these organizations, contact it at: AAA, at 335 Madison Avenue, New York, NY 10017 or at [www.adr.org](http://www.adr.org).

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

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

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of the Virtual Account, or any amounts owed on the Virtual Account, to any other person or entity; or iv) expiration of the Virtual Account. 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 USE THE VIRTUAL ACCOUNT. SAVE YOUR RECEIPT AND CALL 1-844-244-9758 TO CANCEL THE VIRTUAL ACCOUNT AND TO REQUEST A REFUND.**

This Agreement is effective 10/2015.