

CARDHOLDER AGREEMENT

IMPORTANT-PLEASE READ CAREFULLY

FOR QUESTIONS OR ASSISTANCE, PLEASE CALL THE CUSTOMER SERVICE TOLL-FREE NUMBER (866) 753-6440 PRINTED ON THE BACK OF YOUR PAYPAL® PREPAID MASTERCARD®.

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INTRODUCTION

Terms and Conditions/Definitions for the PayPal Prepaid MasterCard®

This Cardholder Agreement (“**Agreement**”) outlines the terms and conditions under which the PayPal Prepaid MasterCard and the PayPal Virtual MasterCard account have been issued by The Bancorp Bank, Wilmington, Delaware. “**Card Account**” means the records we maintain to account for the value associated with the Card or Virtual Account. “**Card**” means the PayPal Prepaid MasterCard. “**Virtual Account**” means the temporary access device obtained in connection with the Card Account. “**Issuer**” and “**Bancorp**” means The Bancorp Bank or its depository institution affiliate. The Issuer is an FDIC insured member institution. “**NetSpend**” refers to NetSpend Corporation, the Program Manager and Processor for the PayPal Prepaid Card program, and its successors, affiliates, or assignees. “**PayPal**” refers to PayPal, Inc., and its successors, affiliates, or assignees.

Any request for a Card will be processed by NetSpend, acting on behalf of the Issuer, at its offices located in Austin, Texas. NetSpend is a registered Independent Sales Organization, acting pursuant to an agreement with the Issuer. In order to offer the PayPal Prepaid MasterCard, PayPal has contracted with NetSpend and Bancorp. Pursuant to these agreements, PayPal individually, and collectively with NetSpend, may market financial products or services to you. Any such marketing is subject to your rights under the Bancorp and the PayPal privacy policies. Details about Bancorp’s privacy practices are described in the Bancorp Privacy Policy and details about PayPal’s privacy practices are described in the PayPal Privacy Policy, which may be found at www.PayPal.com. This Agreement applies to the Cardholder’s use of the Card and does not apply to any use of the Cardholder’s PayPal Account, which remains fully subject to the terms of the PayPal User Agreement and any other applicable agreements found on the Legal Agreements page at www.PayPal.com.

“**You**,” “**your**,” “**Cardholder**,” and “**Primary Cardholder**,” refers to the person who submits an initial request for the Card and is authorized to use the Card as provided for in this Agreement. “**Secondary Cardholder**” refers to the person or persons who have received the Card at the request of the Cardholder 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 that have been loaded into the Card Account on your behalf. By activating and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. You and any Secondary Cardholder(s) agree to sign the back of each respective Card(s) immediately upon receipt.

For information about the fees related to the use of the Card, see the “Fees Related to the Service” chart (“Fee Schedule”).

The expiration date of the Card is identified on the front of the Card. The expiration date of the Virtual Account is described below in the section labeled, *“Using Your Card/Features.”* The Card is a prepaid card. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. The Card is not for resale. You are the direct beneficiary of the funds loaded to the Card Account. The funds are fully insured by the FDIC upon receipt by the Issuer. 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 and Virtual Account are nontransferable and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card and Virtual Account are not designed for business use, and we may close your Card Account 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.

The Card Account is not connected in any way to any other account, except as described in the paragraph labeled, *“Using Your Card/Features.”*

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. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

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.

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 obtains a Card Account.

What this means for you: When you request a Card Account, we will ask for your name, street address, date of birth, and other information that will allow us to reasonably verify your identity. We may also ask for your driver’s license or other identifying documents at any time. The same identification verification requirements apply to each Secondary Cardholder, if any are designated by you.

Address or Name Changes

You are responsible for notifying us of any change in your physical address, mailing address, e-mail address, text message address, or your name, no later than two (2)

weeks after the effective date of the change. Any notice of change of address or name required by this Agreement, may be provided to us via e-mail at prepaid@PayPal.com, by telephone at (866) 753-6440, or by writing to us at: PayPal Prepaid Card, P.O. Box 2136, Austin, TX 78768-2136.

We will attempt to communicate with you by use of the most recent physical mailing or residential address (if different), e-mail address, or text message address you have provided to us. You agree that any notice or communication sent to you at the address noted in our records shall be effective unless we have received an address change notice from you.

AUTHORIZED USERS

You are responsible for all authorized transactions initiated, and fees incurred by use of your Card Account. If you permit another person to use or have access to your Card, Virtual Account, Card number or Personal Identification Number (“PIN”), 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 that person’s use of the Card Account according to the terms and conditions of this Agreement.

SECONDARY CARDHOLDER

You may request up to two additional Cards. Persons holding such cards shall be considered “Secondary Cardholders.” You must notify us immediately to revoke permission for any Secondary Cardholder you previously authorized to use the Card. If you notify us to revoke the Secondary Cardholder’s use of the Card, we may revoke your Card and also issue a new Card to you with a different number. You remain liable for any and all use of any additional Card(s) you authorize.

ACTIVATION/REGISTRATION

Both the Primary Cardholder and Secondary Cardholder(s) must activate and register a Card before it can be used. You may activate and register your Card by calling (866) 753-6440, or by visiting www.PayPal.com/prepaid. You will need to provide personal information in order for us to verify your identity.

In order to review your Card Account details online, and use all the online features of the Card Account, including use of the Virtual Account, YOU MUST HAVE A PAYPAL PERSONAL OR PREMIER ACCOUNT AND LINK THIS CARD ACCOUNT TO THAT ACCOUNT.

NOTE: If your PayPal Personal or Premier Account is closed or access to PayPal Services (as defined in the PayPal User Agreement) is closed, suspended, or limited by PayPal, then you WILL NOT have any access to the online features of the Card

Account. For example, if your access to the PayPal Services is limited, you will not be able to check your Card Account balance online. Alternate methods of checking your Card Account balance, including use of our real-time alerts short message service (typically referred to as an “SMS” message) or telephone Customer Service at the toll-free number shown on your Card.

PERSONAL IDENTIFICATION NUMBER

You will not receive a PIN with your Card Account. However, you will receive a PIN once you have registered your Card with your personal information. Only one (1) PIN will be issued for each Card Account. You should not write or keep your PIN with your Card. Never share your PIN with anyone (except that you may share your PIN with a Secondary Cardholder with the intent of allowing such a Secondary Cardholder to access your Card Account). 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 by following the procedures described in the section labeled “*Your Liability for Unauthorized Transfers.*”

To register your Card, see “*Activation/Registration.*”

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 permitted by any merchant that bears the MasterCard®, Cirrus®, or PULSE® Acceptance Marks. ATM transactions are treated as cash withdrawal transactions. When using your registered Card, the standard maximum cumulative amount that may be withdrawn from your Card Account via ATM during any 24-hour period, is \$940.00. Any funds withdrawn from a POS device or through a participating bank (an “**Over the Counter Cash Withdrawal**”) will be subject to the maximum per transaction amount that can be spent using your Card (for more information, see “*Using Your Card/Features*”). These maximum amounts will take into consideration all similar transactions made with any other Card Account(s) you may have with us, whether you are a Primary Cardholder or a Secondary Cardholder. **A fee may be associated with the use of your Card to obtain cash. For information about the fee, see the *Fee Schedule.***

LOADING YOUR CARD

You may add funds to your Card, called “**value loading,**” at any time. Your initial value load must be at least ten dollars (\$10.00). The minimum dollar value of any subsequent value loads will be subject to the terms established by the operator of the individual reload location (as further detailed in the paragraph below). The maximum amount that may be loaded on your Card via cash is \$2,500.00 during any 24-hour period. For

security reasons, we reserve the right to determine the maximum total dollar value (“**maximum value**”) that may be loaded on your Card for all other loading methods. We determine the maximum value by aggregating the activity and value of all Card Accounts you may have with us, whether you are a Primary Cardholder or a Secondary Cardholder. The maximum value is currently \$15,000.00.

You may value load your Card Account: (a) using in-store cash value load transactions conducted at any members of the NetSpend Reload Network (see below); (b) by arranging to have all or a portion of your paycheck, government benefits payment, tax refund check, or other electronic fund transfer deposited to your Card Account using the Automated Clearing House (“**ACH**”) system (“**Direct Deposit**” or “**ACH Deposit**”). In order to receive Direct Deposit value loads you must provide each of your payment providers with routing information about your Card Account and the Issuer (see below for details about routing information); and (c) by arranging for the transfer of funds originating from a financial institution located in the United States. **There may be fees associated with these methods of value loading. For information about the fees, see the *Fee Schedule*.**

You should have access to newly loaded funds no later than thirty (30) minutes from the time we receive the funds.

Personal checks, cashiers checks, and money orders sent to the Issuer are not acceptable forms of value 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 associated with your Card, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

A NetSpend Reload Network Location Finder service is available by visiting www.PayPal.com/prepaid; or enrolling in and using our real-time alerts service; or by telephoning Customer Service at the toll-free number shown on your Card.

ARRANGING PREAUTHORIZED DEBITS AND CREDITS VIA ACH

Your Card Account and its routing information, *i.e.*, your Card Account number and the Issuer’s bank routing number, can be used for arranging both direct deposits and preauthorized direct debits from merchants, internet service or other utility providers (“**Merchants**”).

If you have arranged to have Direct Deposits made to your Card Account at least once every sixty (60) days from the same person or company, you can call us at **(866) 753-6440**, use our real-time alerts service, or visit www.PayPal.com/prepaid to find out whether or not the deposit has been made.

Right to Stop Payment and Procedure for Doing So:

To stop a preauthorized direct debit from a Merchant, you should contact the Merchant to request the recurring debit be cancelled. In the alternative, you may contact us at (866) 753-6440, or write to us at PayPal Prepaid Card, P.O. Box 2136, Austin, TX 78768-2136. We must receive your request at least three (3) business days before the payment is scheduled to be made to the Merchant. If you intend to stop only one payment, please let us know that in your request. If you want to permanently stop all preauthorized direct debits to a specific Merchant then we require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments. **There is a fee associated with any request to stop the payment of a preauthorized direct debit. For information about the fee, see the *Fee Schedule*.**

Notice of Varying Amounts:

If the regular payments you make might vary in amount, the person you are going to pay will tell you the payment date and the amount of the payment ten (10) days before each payment is scheduled to take place. *(You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)*

Liability for Failure to Stop Payment of Preauthorized Transfer:

If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FRAUDULENT OR CRIMINAL CARD ACTIVITY ON CARD ACCOUNT OR VIRTUAL ACCOUNT

We reserve the right to block or cancel your Card Account or Virtual Account if, as a result of our policies, procedures and processes we detect what we reasonably believe to be fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement. We will incur no liability to you because of the unavailability of the funds that may be associated with your Card Account and/or Virtual Account.

USING YOUR CARD/FEATURES

No individual transaction made with your Card can exceed \$4,999.99.

You may use your Card to purchase or lease goods or services wherever Debit MasterCard or PULSE® cards are accepted. Subject to any applicable limits, use of your

Card is permitted as long as you do not exceed the value available on your Card Account. However, there may be situations where your Card balance may become negative and you will remain liable for repaying us for any such negative amounts.

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 \$100.00 or more. To avoid preauthorization by the Merchant and a hold on your Card Account, you should not pay at the pump. You should take your Card to the cashier and indicate either a specific amount of fuel, or the specific dollar value you wish to spend. If you believe your Card has sufficient funds when you attempt to pay at the pump and your Card is declined because of the preauthorization value, then, you should take your Card to the cashier and ask to pay only the dollar value you wish to spend. 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% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorized amount will result in the placement of 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 preauthorized amount on hold will be removed. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases and we do not receive the final payment amount from the Merchant, the preauthorized amount on hold may remain in place for thirty (30) days. During a 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 (see below for additional information about how to obtain and use a Virtual Account).

You may not use your Card number or the Issuer’s routing number and your Card Account number in connection with the creation and/or negotiation of any financial instruments such as checks, which we have not authorized.

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 or Virtual Account for online gambling or any other illegal transaction.

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable fees. Unless we decide, in our sole discretion, to approve a transaction, you may not exceed the amount available on your Card 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 transaction fees.

Other than as set forth above, you do not have the right to stop payment on any single purchase or payment transaction originated by use of your Card or 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.

To purchase or lease goods or services or to make payments by telephone or online, without presenting your Card, you may request up to three (3) active Virtual Accounts. Each Virtual Account consists of a 16-digit account number, a 3-digit security code, and an expiration date.

Each Virtual Account expires one year from the last day of the calendar month during which the Virtual Account was created. For example, if a Virtual Account is created on March 24, 2012, its expiration date is March 31, 2013.

Each time you use your Virtual Account, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable fees.

If you make a transaction that creates a negative balance on your Card, you agree that within thirty (30) days of its creation you will add sufficient funds to your Card to cover the negative balance so that your Card has a zero or positive balance, or that you will otherwise immediately pay such an amount to us in full upon demand. If after thirty (30) days you have not added sufficient funds to cover your negative balance, your Card will remain open to receive credits and loads, which will automatically be applied to offset your negative balance before they are available to you; however, you will not be able to make any transactions using your Card or Virtual Account until it has sufficient funds to cover the negative balance. If you have not reloaded your Card with sufficient funds to cover the negative balance within sixty (60) days of its creation, **we will have the right to cancel your Card and pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us.** In all instances described above, loads to your Card may be made via Direct Deposit or any of the other load methods allowed for this Card.

You acknowledge that a negative balance on your Card does not constitute an open end line of credit. 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 for you. We have no obligation to notify you before we approve or decline a transaction that would result in a negative balance on your Card. Items will be approved or declined in the order they are received at the data processor.

PURCHASE CUSHION

The Purchase Cushion is a special feature available exclusively to Cardholders who have completed a qualifying direct deposit transaction. As described above in the section labeled, *"Using Your Card/Features,"* you generally do not have the right to make transactions or incur fees in amounts exceeding the available balance of your Card Account. We reserve the right to deny any transaction if available funds in your Card Account are insufficient to cover any transaction, fees, or other charges.

However, as a courtesy, and in our sole discretion, upon completing a qualifying direct deposit transaction, we may, from time-to-time, approve purchase transactions that you request that create up to a ten-dollar (\$10.00) negative balance in your Card Account. We refer to this feature as the Purchase Cushion. **You will not be assessed any fees for Purchase Cushion coverage.**

If you are eligible for the Purchase Cushion, we may authorize a negative balance resulting from PIN-based and signature-based transactions initiated through use of your Card or Virtual Account. Bill pay transactions initiated through the PayAnyone bill pay service are not eligible for Purchase Cushion coverage, nor are ATM transactions or ACH debit transactions initiated using the Issuer's routing number and your assigned Card Account number. You may only have one (1) negative balance of up to \$10.00 at a time. It is important to keep track of the value in your Card Account because it will be your responsibility to determine if you have incurred a negative balance.

If you make a transaction that creates a negative balance in your Card Account, you agree that within thirty (30) days of its creation you will add sufficient funds to your Card to cover the negative balance so that your Card Account has a zero or positive balance, or that you will otherwise immediately pay such an amount to us in full upon demand.

If after thirty (30) days you have not added sufficient funds to cover your negative balance, your Card will remain open to receive credits and loads, which will automatically be applied to your negative balance before they are available to you; however, you will not be able to make any transactions using your Card or Virtual

Account until your Card has a positive balance, *i.e.*, sufficient funds to cover the negative balance.

If you have not added sufficient funds to your Card Account to cover the negative balance within sixty (60) days of its creation, we will have the right to cancel your Card Account and pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other Card Account(s) you may have with us.

In all instances described above, loads to your Card may be made via Direct Deposit or any of the other load methods described in this Agreement. Should you voluntarily discontinue the use of your Card, you shall remain responsible for the negative balance on your Card and agree that any credits or loads made to your Card will be used to offset the value of the negative balance, if any.

You acknowledge that a negative balance on your Card does not constitute an open-end line of credit. 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 \$10.00 limit for you. We have no obligation to notify you before we approve or decline a transaction that would result in a negative balance in your Card Account. Items will be approved or declined in the order they are received at the data processor.

RETURNS AND REFUNDS

If you are entitled to a refund for any reason for goods or services obtained with your Card or Virtual Account, 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 Virtual Account, or if you have a dispute with the Merchant, you must attempt to handle it directly with the Merchant first.

CARD REPLACEMENT

If you need to replace your Card for any reason, please contact us at (866) 753-6440 to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, and similar information to help us verify your identity. **There is a fee for replacing your Card. For information about the fee, see the *Fee Schedule*.**

TRANSACTIONS MADE IN FOREIGN CURRENCIES AND/OR FOREIGN COUNTRIES

- A. If you obtain funds or make a purchase in a currency other than the currency in which your Card Account was issued, the amount deducted from your funds will be converted by MasterCard International Incorporated ("**MasterCard**") 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 from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard itself receives or the government-mandated rate in effect for the applicable central processing date. This percentage amount is independent of any amount taken by NetSpend in accordance with this Agreement.

- B. If you obtain funds or make a purchase in a currency other than the currency in which your Card was issued, or conduct a transaction with a Merchant located outside the U.S., Puerto Rico, the U.S. Virgin Islands, Guam, or the Marianas Islands, the Issuer will deduct a 2.5% transaction fee (“**Foreign Transaction Fee**”) based on the amount of the transaction, in the currency of your Card. NetSpend will retain this fee 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 the available balance on your Card. 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 determine your available balance by accessing your Card balance online; enrolling in the real-time alerts service; or by calling (866) 753-6440. Statements in electronic format – including a 60-day history of Card and Virtual Account transactions will be made available free of charge at www.PayPal.com/prepaid during each month in which a transaction occurs. You will not automatically receive paper statements. You have the right to obtain a sixty (60) day written history of account transactions by calling us at (866) 753-6440 or writing to us at PayPal Prepaid Card, P.O. Box 2136, Austin, TX 78768-2136. **There is a fee for obtaining a written history. For information about each of the fees described in this paragraph, see the *Fee Schedule*.**

CONFIDENTIALITY

We may disclose information to third parties about your Card Account 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 or Virtual Account for a third party, such as a Merchant;
- (3) In order to comply with government agency, court order, or other legal regulatory or administrative 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.

In accordance with our Privacy Policy, you have the right to opt-out of the sharing of your information for marketing purposes. We will only disclose information about you or your transactions for the reasons stated in our Agreement.

OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not properly complete a transaction initiated with your Card Account 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 in your Card Account to complete the transaction;
- (2) If a Merchant refuses to accept your Card or Virtual Account;
- (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 Account has been blocked after you reported your Card or Virtual Account 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, despite reasonable precautions that we have taken; or
- (9) Any other exception stated in our Agreement with you.

INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS

In case of errors or questions about your Card Account, telephone us at (866) 753-6440, write to us at PayPal Prepaid Card, P.O. Box 2136, Austin, TX 78768-2136, or email us at prepaid@PayPal.com as soon as you can, if you think an error has occurred involving 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 (866) 753-6440, or writing to us at PayPal Prepaid Card, P.O. Box 2136, Austin, TX 78768-2136.

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 verbally, 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 within one (1) business day of making our determination. 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 Account.

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

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. 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 (866) 753-6440, or visit www.PayPal.com/prepaid.

LOST OR STOLEN CARDS/UNAUTHORIZED FUNDS TRANSFERS

If you believe your Card, Virtual Account or PIN has been lost or stolen, call (866) 753-6440 or write to us at: PayPal Prepaid Card, P.O. Box 2136, Austin, TX 78768-2136. You should also call the number or write to the address shown here if you believe an electronic fund transfer has been made using the information from your Card, Virtual Account or PIN without your permission.

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 (866) 753-6440. If you notify us within two (2) business days after learning of the loss or theft of your Card, you can lose no more than

\$50.00 if someone used your Card without your permission. Under MasterCard Rules, your liability for unauthorized MasterCard debit transactions on your Card is \$0.00 if you notify us within two (2) business days and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. This reduced liability does not apply if a PIN is used as a method of verification for a disputed transaction or you have reported two (2) or more incidents of unauthorized use in the immediately preceding twelve (12) month period. 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 account history shows transactions that you did not make or authorize, notify us at once following the procedures stated in the paragraph labeled "*Information About Your Right to Dispute Errors*" appearing above. If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the account history was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time 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 MISCELLANEOUS TERMS

Your Card Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card or Virtual Account is subject to all applicable rules and customs of any clearinghouse or other network or 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 laws 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 at least thirty (30) days 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 Account or this Agreement at any time. You may cancel this Agreement by returning the Card (if applicable) to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. **There is a fee for this service. For information about the fee, see the *Fee Schedule*.**

We will comply with unclaimed property laws and appropriately engage in escheatment activities as required by state law.

DELIVERY OF ELECTRONIC COMMUNICATIONS

Our E-SIGN Disclosure and Consent ("**Disclosure**"), available at www.PayPal.com/prepaid, applies to all Communications for those products and services offered through www.PayPal.com/prepaid.

As used in the Disclosure, "**Communication**" means any Cardholder agreements or amendments thereto, disclosures, notices, responses to claims, privacy policies and all other information related to the product or service, including but not limited to information that we are required by law to provide to you in writing.

Scope of Communications to Be Provided in Electronic Form. When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the product or service available through www.PayPal.com/prepaid for your Card Account
- Notices or disclosures about a change in your Card Account terms or associated payment feature and responses to claims
- Privacy policies and notices

Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a web site that we generally designate in advance for such purpose.

How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form by contacting us at (866) 753-6440 or visiting www.PayPal.com/prepaid. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records. It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Card Account and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through www.PayPal.com/prepaid or by contacting us at (866) 753-6440.

ENGLISH LANGUAGE CONTROLS

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

CUSTOMER SERVICE

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

PayPal Prepaid Card
P.O. Box 2136
Austin, Texas 78768-2136
(866) 753-6440

Customer Service agents are available to answer your calls:
Monday through Friday, 8 a.m. to 10 p.m. CT;
Saturday and Sunday, 8 a.m. to 8 p.m. CT (holidays excluded).

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 AND SERVICES

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card or Virtual Account.

ARBITRATION

Purpose:

This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

Definitions:

As used in this Arbitration Provision the term “**Claim**” means any claim, dispute or controversy between you and us arising from or relating to the Card Account or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. “Claim” includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term “Claim” is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Cards of any additional Cardholders designated by you; (ii) the amount of available funds in the Card Accounts; (iii) advertisements, promotions or oral or written statements related to the Cards, goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court.

As used in the Arbitration Provision, the terms “we” and “us” shall for all purposes mean the Issuer, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, “we” or “us” shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms “you” or “yours” shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional Cardholders.

Initiation of Arbitration Proceeding/Selection of Administrator:

Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services (“**JAMS**”) or the American Arbitration Association (“**AAA**”), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614;

website at www.jamsadr.com; or (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

Significance of Arbitration:

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Restrictions on Arbitration:

If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

Location of Arbitration/Payment of Fees:

Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to the mailing address we have in our records and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

Arbitration Procedures:

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

Continuation:

This Arbitration Provision shall survive termination of your Card as well as voluntary payment of any debt in full by you, and any legal proceeding by us to collect a debt owed by you. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

FEES RELATED TO THE SERVICE

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

Card Purchase Fee: None.

Purchase Plan:	Monthly Plan
Plan Fee	\$4.95 monthly
Signature Purchase Transaction Fee*	None. Included in Plan
PIN Purchase Transaction Fee*	None. Included in Plan
Foreign Transaction Fee	2.5% of the U.S. Dollar amount of the Signature or PIN Purchase Transaction

*During checkout, select “CREDIT” on the keypad to make a Signature Purchase, or select “DEBIT” and enter your PIN to make a PIN Purchase.

Withdraw Cash (See tips to avoid ATM fees, below)	
Over the Counter Cash Withdrawal at a financial institution	\$2.50 per withdrawal, plus the Foreign Transaction Fee, as applicable. A fee may be assessed by the financial institution and may vary from location to location.
Over the Counter Cash Withdrawal at a NetSpend Reload Network location	Fee may be assessed by reload location and may vary from location to location. Service not available in all reload locations.
Domestic ATM Cash Withdrawal	\$1.95 per withdrawal, plus ATM owner surcharge fee, if any.
International ATM Cash Withdrawal	\$1.95 per withdrawal, plus the Foreign Transaction Fee, and the ATM owner surcharge fee, if any.
ATM Transaction Decline Fee	\$1.00 each
Foreign Transaction Fee	2.5% of the U.S. Dollar amount of the cash withdrawal.
Tips to avoid ATM fees:	
<ol style="list-style-type: none"> 1. Select “DEBIT” and enter your PIN to get cash back when making purchases at many retailers, such as grocery stores. 2. Visit any Allpoint Network ATM in the U.S. This method of cash withdrawal lets you avoid 	

paying the ATM owner surcharge fee. Subject to prior notice, this service may change and/or be withdrawn.

Add Money To Your Account:	
Direct Deposit	No fee
Add cash or checks at a NetSpend Reload Network location	Fee will vary. Fee determined by location.
Instant Bank Transfer	\$1.95 per transfer of \$100.00 or less (deducted from the transferor's debit card account). Transfer up to \$250 per day.
Bank Transfer	No fee; transfer fees from the originating bank may apply.

Manage Your Account:	
Online Account Center	No fee
Mobile phone real-time alerts	No fee; standard text message rates may apply.
Telephone Access Customer Service	No fee
Balance Inquiry Fee	No fee online No fee via e-mail or real-time alerts message; standard text message rates may apply. No fee via Toll-Free Number automated service No fee via Toll-Free Number Customer Service agent \$0.50 each via ATM (Domestic or International)
Check or Additional Disclosure/ Statement Mailing Fee	\$5.95 each
Additional Card Fee	No fee for each card provided to a Secondary Cardholder.
Lost, Stolen or Damaged Card Replacement Fee	\$5.95 each
Account Maintenance Fee	No fee

Pay Bills:	
Bill Payment Fee	In addition to the one or more no-cost bill payment methods made available through third-party service providers, you can see a full range of options and applicable fees in your online Account Center.
ACH Debit/ Preauthorized Payment Transaction Decline Fee	\$1.00 for each such declined transaction.
Stop Payment Fee for Preauthorized	\$10.00 each

Payment	
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Optional Features:	
Custom Card	\$3.95 per card

None of the fees shown are assessed by The Bancorp Bank or MasterCard International Incorporated. ATM withdrawals may be subject to varying daily limits at the ATM owner's discretion.

This Cardholder Agreement is effective 11/01/2011.

This Card is issued by The Bancorp Bank pursuant to license by MasterCard International Incorporated.

MasterCard is a registered trademark of MasterCard International Incorporated. All other trademarks and service marks belong to their respective owners.

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