

use in the immediately preceding twelve (12) month period. If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled “Information About Your Right to Dispute Errors”. If you do not notify us in writing 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.

19. Other Miscellaneous Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

20. 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 cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned. The funds loaded by your employer will be

returned to your employer. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

21. Information About Your Right to Dispute Errors

In case of errors or questions about your Card Account, telephone us at 855-518-3789 or write us at Commuter Check Services Corporation, Attn: Compliance Office, 320 Nevada St. Suite 401, Newton, MA 02460 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 855-518-3789 or writing us at Commuter Check Services Corporation, Attn: Compliance Office, 320 Nevada St. Suite 401 Newton, MA 02460.

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 provide this information orally, we may require that you send your complaint or question in writing within sixty (60) calendar days of the date of the transaction in error.

Once your written dispute has been received, we will determine whether an error occurred within sixty (60) calendar days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will notify you verbally or in writing. If we ask you to put your complaint or question in writing and you do not provide it within sixty (60) calendar days of the date of the transaction in error, 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. If we determine an error has occurred we will credit the transaction in error upon completing the investigation.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, call us at

855-518-3789 or visit www.commutercheckcard.com.

22. 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.

23. Customer Service

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

Commuter Check Services Corporation
320 Nevada St., Suite 401, Newton, MA 02460
855-518-3789

Customer Service agents are available to answer your calls: Monday through Friday, 8 a.m. to 8 p.m. EST

24. 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.

25. No Warranty Regarding Goods or Services as Applicable

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

26. Arbitration

Any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of any additional cardholders designated by you; iv) your purchase of the Card; v) your usage of the Card; vi) the amount of available funds in the Card Accounts; vii) advertisements, promotions or oral or written statements related to the Cards, as well as goods or services purchased with the Card; viii) the benefits and services related to the Cards; or ix) transaction on the Card, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: AAA, at 335 Madison Avenue, New York, NY 10017 or at www.adr.org.

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

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

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity; or iv) expiration of the Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. SAVE YOUR RECEIPT AND CALL US AT 855-518-3789 TO CANCEL YOUR CARD AND TO REQUEST A REFUND.

This Cardholder Agreement is effective 01/2014.



Cardholder Agreement IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the Commuter Check Prepaid MasterCard®

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the Commuter Check Prepaid MasterCard has been issued to you by The Bancorp Bank, Wilmington, Delaware (“The Bancorp Bank” or “Issuer”). The Issuer is an FDIC insured member institution. “Card” means the Commuter Check Prepaid MasterCard issued to you by The Bancorp Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card Account” means the records we maintain to account for the value of claims associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees. 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. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

1. Activate Your Card

Your Card will be active when you receive it. You may begin using the Card as soon as you receive it.

2. Personal Identification Number

You will receive a Personal Identification Number (“PIN”) with your Card Account upon receipt of your Card. You can also obtain a PIN by registering your Card at www.commutercheckcard.com and signing into your account or request a PIN mailer by calling 855-518-3789. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.”

3. Authorized Card Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, 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.

4. Secondary Cardholder

You may not request an additional Card for another person.

5. Your Representations and Warranties

By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

6. Cash Access

You may not use your Card to obtain cash from an Automated Teller Machine (“ATM”), Point-of-Sale (“POS”) device, or by any other means. You may not use your Card at an ATM.

7. Loading Your Card

The minimum amount of the initial value load is \$10.00 The maximum amount of the initial value load is \$1,000.00. If you choose to register your Card, you may add funds to your Card, called “value loading”, at any time. You may add value or load your Card via your registered account at www.commutercheckcard.com. The minimum amount of each value reload is \$10.00. The maximum amount of each value reload is \$1,000.00. The maximum number of times you may load your Card per day is three (3). You will be required to provide a valid credit card as well as personal identifying information. Your Card has a lifetime reload limit of three (3) including Card to Card transfers. You will have access to your funds within twenty-four (24) business hours. Personal checks, cashiers checks, and money orders sent to the Issuer are not an acceptable form of loading. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

8. Using Your Card/Features

The maximum amount that can be spent on your Card per day is \$1,000.00. The maximum value of your Card is restricted to \$2,000.00. You may use your Card everywhere Debit MasterCard®, Maestro® cards and NYCE® cards are accepted only to purchase eligible transportation or parking benefit services pursuant to IRS Code, as long as you do not exceed the value available on your Card Account. The Card may not be used outside of the United States and District of Columbia, including Internet and mail or telephone order merchant outside of the U.S. and District of Columbia. 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 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.

9. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. The Issuer is not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

10. Card Replacement

If you need to replace your Card for any reason, please log into your registered account at www.commutercheckcard.com or call us at 855-518-3789 to request a replacement Card. Your Card must be registered to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, copies of accepted identification, etc. There is a fee for replacing your Card.

11. Expiration

Your Card will expire no sooner than three (3) years from the date of purchase. The funds on the Card do not expire. After expiration, the funds on the Card Account will be returned to the funding source and your Card Account will be closed. You will not be able to use your Card after the expiration date.

12. Transactions Made In Foreign Currencies

Your Card may only be used within the fifty (50) U.S. states including the District of Columbia.

13. 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.

14. 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 is important to know your available balance before making any transaction. You may access your available balance by accessing your Card Account online or by calling 855-518-3789. Statements in electronic format will be made available free of charge online at www.commutercheckcard.com. You will not automatically receive paper statements. You may choose to have a paper statement mailed to you by contacting us each time at 855-518-3789 or by writing us at Commuter Check Services Card Customer Support, 320 Nevada St. Suite 401, Newton, MA 02460.

15. 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. 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 resulting in a zero balance on your Card Account.

Fee Name	Fee Descriptor (as appears on statement)	Fee Amount
Replacement Card Fee:	SVC CHG REPL	\$10.00 (per Card; when Card is reissued or replaced for any reason)
Inactivity Card Fee:	SVC CHG-INACTIVITY	\$3.00 (per Card, for every month of inactivity; when Card is inactive for six (6) consecutive months)

16. 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 or administrative reporting requirements;

4. If you consent by giving us your written permission;

5. To our employees, auditors, affiliates, service providers, or attorneys as needed; or

6. Otherwise as necessary to fulfill our obligations under this Agreement.

17. 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 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 your Card has been blocked after you reported your Card lost or stolen;
5. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
6. If we have reason to believe the requested transaction is unauthorized;
7. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
8. Any other exception stated in our Agreement with you.

18. 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 855-518-3789. Under MasterCard Rules, your liability for unauthorized MasterCard transactions on your Card Account 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 the method of verification for a disputed transaction or you have reported two (2) or more incidents of unauthorized