



Cardholder Agreement

Personal Spend Cardholder Agreement and Disclosure Statement

IMPORTANT – PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE. This Agreement contains an arbitration provision, which appears below. Before accepting, signing, using or adding value to the Card, you should read it carefully. Unless you reject it in the manner described below, it may have a substantial impact on the way in which you or we resolve any claim that we have against each other. Rejection of the arbitration provision will not have an impact on your ability to retain or use the Card.

1. The Simply Debit Personal Spend MasterCard® Card

This document constitutes the agreement (“Agreement”) outlining the terms and conditions that apply to the First Bank of Delaware prepaid MasterCard® (“Card”) issued to you.

2. Definitions

In this Agreement, “Card” means the Simply Debit Personal Spend MasterCard® Prepaid MasterCard® Card issued to you by First Bank of Delaware, which is not affiliated with or related to the location where your funds have been loaded onto the Card. “You” and “your” means the person or persons who have received and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean First Bank of Delaware and its successors or assigns. “Card Account” means the records maintained to account for the value of claims associated with the Card. The Card will remain the property of First Bank of Delaware and must be surrendered to it upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

3. General Information About Your Card

The Card is a prepaid card. This means that you can use the Card to make purchases to the extent funds have been loaded onto the Card. The Card does not constitute a checking, savings or other bank account with us and is not connected in any way to any other account you may have with us or another financial institution. You will not receive any interest on your funds on the Card. The Card is not a credit card.

4. Authorized Users

You may request an additional Card for another person. You may also permit another person to have access to your Card or Card number. However, if you do, you are liable for all transactions made with the Card or Card number by those persons. You must notify us to revoke permission for any person you previously authorized to use your Card. You are responsible for all transactions and fees incurred by you or any other person you have authorized to use the Card. If you tell us to revoke another person’s use of your Card, we may revoke your Card and issue a new Card with a different number. You are wholly responsible for the use of each Card according to the terms of this Agreement.

5. Personal Identification Numbers (“PIN”)

We may, at our option, give you a Personal Identification Number (“PIN”). If we give you a PIN, you may use your Card, (i) to obtain Cash from any Automated Teller Machine (“ATM”) or (ii) at any Point-of-Sale (POS) device which requires entry of a PIN that bears the MasterCard® brand. All ATM transactions are treated as Cash withdrawal transactions. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.”



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6. Information Needed to Obtain Your Card

The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open a Card Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

7. When You Agree to be Bound and General Information About Your Card and Card Account

By accepting, signing, using or adding value to the Card, you agree to be bound by the terms and conditions contained in this Agreement. You agree to sign the back of the Card immediately upon receipt. You acknowledge and agree that the value available on the Card is limited to the dollar amount that has been loaded onto the Card. You hereby authorize us to deduct funds from your Card Account to correct any error or overpayment to you or as otherwise set forth in this Agreement. The expiration date of your Card will be indicated on the Card. The value available to you is recorded in your Card Account and will decrease each time you use the Card to make a purchase, obtain cash or transfer funds.

8. Activating Your Card

Upon receipt of your Card, you must call us to activate the Card. To activate your Card, call the number provided on the card carrier for your Card. Please have your Card number, expiration date, and passcode handy.

9. Using Your Card

When funds have been loaded to your Card Account, you may use your Card to obtain goods or services, or to obtain cash or to transfer funds from your Card Account, wherever the Card is honored for such purposes, as long as you do not exceed the value available in your Card Account. Unless the context indicates otherwise, we use the words "transaction" and "transfer" to refer to any of these uses of your Card. There may be delays before the amounts of your transactions are posted to your Card Account, and technical difficulties may cause amounts in your Card Account to be inaccessible from time to time. You agree that we will have no responsibility in Card Account crediting or periodic Card Account inaccessibility.

10. Authorized Transactions

You are responsible for all authorized transactions initiated by the use of your Card. If you permit someone else to use your Card, we will treat this as if you have authorized such use, and you will be responsible for any transactions made by any person you have permitted to use your Card, unless you have notified us that transactions by any such person are no longer authorized. If you use your Card number without presenting your Card (such as for a mail order, Internet or telephone purchase), the legal effect will be the same as if you used the Card itself.



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11. Limitations on Transactions

For security reasons, you may only make three (3) transfers per business day at Automated Teller Machines (ATMs), the maximum ATM withdrawal amount at any one time is limited to \$300.00 and the total number of transfers you can make using point-of-sale (POS) terminals is nine (9) transfers per business day. You may not make more than \$2,500 in transfers of any type from your Card on any business day. Any transfer made on a non-business day is considered made on the next business day. Your Card may be used to obtain cash from an ATM. You can use your Card at an ATM to make a balance inquiry. You may use your Card to make purchases at POS terminals. When purchasing gasoline, you should pay for your purchase at the gas station service counter and not at the automated fuel dispensers. (i.e. gas pumps). See the attached fee schedule which lists the fees for these types of transactions. ATM withdrawals may also be subject to fees by the ATM owner or operator. You may not use your Card for any illegal transactions, use at casinos or any gambling activity. Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction plus any applicable fees. You may not exceed the value available in your Card Account, either through an individual transaction, or through a series of transactions. Nevertheless, if a transaction is completed that exceeds the value available in your Card Account, you acknowledge and agree that we may collect the amount of the negative balance, plus any applicable fees, by setting such amounts off against funds that may at any time be loaded onto your Card in the future. Subject to applicable law, you also agree to pay, and agree that we may setoff against your Card Account balance, any reasonable costs and attorneys fees that we may incur in attempting to collect such negative balances.

No Preauthorized Payments Permitted

You may not make preauthorized regular payments from your Card Account, such as regular monthly payments to merchants, utility or internet service providers. If you attempt to use the bank routing number or account number to pre-authorize direct debits from the Card by merchants or any other party, the pre-authorized debits will be declined and your payments to the party will not be processed.

No Right To Stop Payment

You do not have the right to stop payment on any transaction originated by the use of your Card or to otherwise cancel or amend any payment instruction that you have given. If a merchant authorizes a transaction that you plan to make, and you fail to complete that transaction as planned, the authorization may result in a hold for that amount of funds for up to ten (10) days.

Split Transactions

Your Card cannot be redeemed for cash. You may use your Card to access cash at an ATM. If you do not have enough funds loaded on your Card you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called "split transactions". Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.



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Authorization at Certain Merchants

Restaurants and hotels may authorize your Card for 10% to 20% more than the purchase amount in order to cover any anticipated gratuity or incidental hotel charges. Because this authorization may be greater than the balance available on your Card, it is possible Your Card may be declined. Hotels and car rental companies may not allow cardholders to use the Card to make a reservation. However, hotels and car rental companies will accept the card for final payment.

12. State Abandoned Property Law

You acknowledge and agree that we may be required under applicable state abandoned property law to turn over to a state government authority any funds remaining in your Card Account after a certain period of inactivity or dormancy, as required by such state law.

13. Loading Value Onto Your Card and Keeping Track of Your Balance

You may load additional funds onto your Card at any time, but you may do so only two (2) times a day. The amount of each additional load must be at least \$20. You may load additional funds on your Card by transferring them from an account at your financial institution to us through an automated clearinghouse (“ACH”), by making a payment by cash, check, cashier’s check or money order to a participating merchant (Green Dot), and direct deposit of payroll funds from your employer. However, the maximum amount of money allowed on your Card at any one time is \$2,500. For more information about how to load additional funds on your Card, telephone us at 1-866-964-7056. You should keep track of the amount of funds loaded on Cards issued to you. You may call us at the Customer Service number reflected on your card carrier and listed above at any time to obtain the current Card Account balance on your Card. To reach us, call toll-free 1-866-964-7056 for the balance. Our business hours are 7 days a week 24 hours a day, excluding bank holidays. You may perform a balance inquiry at an ATM to check your balance. However, you will be charged a fee for this service. You may go online at www.thesimplydebitcard.com to check your balance 24 hours a day, seven days a week.

14. When Value Loaded Onto Your Card Is Available

Non-payroll funds sent to us by ACH, and funds sent to us by regular mail will all be available on the fourth business day after the day we receive them. Funds paid by a participating merchant and funds deposited via direct deposit from an employer will be made available immediately.

15. Overdrafts

You do not have the right to make purchases, obtain cash, or transfer funds in amounts that exceed your Card Account balance. If the value available in your Card Account is insufficient, at any time, to pay all items (including, but not limited to, ACH, ATM, POS, bill payment, debit card transactions, preauthorized automatic debits, telephone-initiated transfers, or other electronic transfers, or other transactions) presented for payment or authorization on your Card Account, we may pay such items in any order convenient to us and we may, at our option, approve or deny any transaction or authorization. We have the right to deny a transaction or authorization if there is insufficient value available in your Card Account. If however, we decide to approve a transaction or authorization despite insufficient value available in your Card Account, this will create an overdraft and you will incur the overdraft fees disclosed below under “Fees”.



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You should try to avoid overdrafts since they are costly to you and we may close your Card Account if you repeatedly incur overdrafts. While overdrafts are approved at our discretion, the overdraft eligibility amount will be reduced by any overdraft fees that are owed. If your Card Account is overdrawn for any reason, you agree that you will immediately add sufficient funds to cover the overdraft and the overdraft fee. If your Card Account is overdrawn for more than ten (10) business days, we will attempt to notify you and require immediate payment of the overdraft and the overdraft fee. Your Card Account may be closed if you fail to repay the overdraft and overdraft fee upon demand. You agree and acknowledge that the overdraft does not constitute an extension of credit. If we permit an overdraft on one or more occasions, we do not thereby obligate ourselves to permit an overdraft on any future occasion.

16. Merchant Disputes

We are not responsible for the delivery, quality, safety, legality or any other aspect of the goods or services purchased with your Card. All such disputes should be addressed to the merchant.

17. 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 Account for such refunds. The amount credited to your Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs.

18. Periodic Statements

You can view your account activity on line at www.thesimplydebitcard.com a period of at least 180 days for free. You can also request printed monthly statements by calling 1-866-964-7056. The fee for printed monthly statements is found on the fee schedule enclosed with this cardholder agreement.

19. Fees

Applicable fees for usage of the Card and related services are found on the Fee Schedule and made a part of this Agreement. By accepting, signing or using this Card you agree to pay those fees.

20. Receipts - You should get a receipt at the time you make a transaction. You agree to retain your receipts to verify your transactions.

21. Transactions in Foreign Currencies and Currency Conversion Fees

If you obtain cash, transfer funds or make a purchase in a currency other than United States currency, MasterCard International Incorporated (“MasterCard®”) will convert the transaction into United States currency. Currently, the currency conversion rate used by MasterCard® is either a wholesale market rate or the government-mandated rate in effect one day prior to the processing date for the transaction. The currency conversion rate used by MasterCard® on the processing date may differ from the rate in effect on the transaction date or on the date that the transaction posts to your Card Account. We will increase the currency conversion rate by an additional 2.95% and will retain this additional 2.95% amount as an additional fee.



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22. Confidentiality

We may disclose information to third parties about your Card Account in accordance with our Privacy Policy. We will make such disclosures if you give us your written permission, where it is necessary for completing a transaction, in order to verify the existence and condition of your Card for a third party, such as a merchant, in order to comply with government agency or court orders, or in other circumstances described in our Privacy Policy.

23. Network Rules

The network operating rules and regulations of the MasterCard® International network, including, without limitations, procedures for authorization of transactions and duties and remedies for reversals and adjustments of Transactions, will apply to each transaction. If the network rules prohibit or limit any claim or defense you may have against a merchant or us, then you will be bound by such prohibition or limitation.

24. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Card Account. IF YOU BELIEVE THAT YOUR CARD OR PIN HAS BEEN STOLEN, OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM YOUR CARD ACCOUNT WITHOUT YOUR PERMISSION, CALL US TOLL FREE AT 1-866-964-7056 AND WE WILL CANCEL YOUR CARD. YOUR LIABILITY FOR UNAUTHORIZED USE OF THE CARD IS \$0 (ZERO DOLLARS) UNDER THE FOLLOWING CONDITIONS: (1) YOU REPORT THE LOSS OR THEFT OF THE CARD WITHIN TWO (2) BUSINESS DAYS OF DISCOVERING SUCH LOSS OR THEFT, (2) YOU DEMONSTRATE THAT YOU EXERCISED CARE WITH YOUR CARD, (3) YOU HAVE NOT REPORTED TWO OR MORE INCIDENTS OF UNAUTHORIZED CARD USE IN THE PRECEDING TWELVE (12) MONTHS AND (4) YOUR CARD IS IN GOOD STANDING. IF YOU DO NOT MEET THESE CONDITIONS YOUR LIABILITY IS \$50 (FIFTY DOLLARS). This policy does not apply to commercial cards, transactions made outside the United States, ATM transactions, or to PIN transactions not processed by MasterCard®. Also, if your statement shows transactions that you did not make, tell us at once. If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Card Account without your permission, call our Customer Service Department 1-866-964-7056 or write to our Customer Service Department at Simply Debit c/o First Bank of Delaware, 50 S. 16th Street, Suite 2400, Philadelphia PA 19102. If your Card or PIN has been lost or stolen, we will close your Card Account to keep losses down.

25. Amendment

We may amend this Agreement at any time and from time to time in any respect, whether or not the amendment or the subject of the amendment was originally contemplated or addressed by you and us or is integral to the relationship between you and us. Without limiting the foregoing, such amendment may change terms by the addition of new terms or by the deletion or modification of existing terms, and may include the addition of or an increase in Card Account fees. You will be notified via our website, email or U.S. Mail of any amendment in accordance with applicable federal and state law prior to the effective date of the amendment.



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However, if an amendment is made for security purposes, we may implement it without prior notice to you. We may amend this Agreement even if your Card has expired or your Card Account is deemed dormant, inactive or abandoned. We will mail any notice we send you to the most recent address reflected in our records for you.

26. Cancellation

We may cancel or suspend your Card Account or this Agreement, and/or repossess the Card, at any time. If we cancel your Card Account or this Agreement, we will attempt to notify you of such action. You may cancel your Card Account or this Agreement by first notifying us and by then returning your Card to us. You may notify us by calling the Customer Service number above or by sending a letter to the Customer Service address above. You may return your Card to us by mailing it to the Customer Service Address above. If you notify us in writing, you may include your Card with your letter to us. Upon cancellation by you or us, we will send you a check in the amount of your Card Account balance, less any applicable fees, following the expiration of any reasonable hold period we deem necessary to ensure that further transactions are not processed against your Card Account. It may take up to thirty (30) days for you to receive your Card Account balance. Cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to cancellation.

27. Other Terms

You may not assign or transfer your Card or Card Account to any other person. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement is determined to be invalid or unenforceable, 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 (other than its conflicts of law principles) except to the extent preempted or governed by federal law.**

28. You may contact Customer Service by phone at 1-866-964-7056, or electronically at www.thesimplydebitcard.com or you may write to us at Simply Debit c/o First Bank of Delaware S. 16th Street, Philadelphia PA 19102. Please contact Customer Service if you have any questions regarding your Card or Simply Debit Program. Please include your name, address, telephone number and the card program name in the written correspondence.

29. Telephone Monitoring / Recording: From time to time we may monitor and/or record telephone calls between you and us to ensure the quality of our customer service or as required by applicable law.

30. Arbitration Provision

General

This Arbitration Provision (the "Provision") governs when and how disputes between You and Us or between You and the Issuer will be arbitrated outside the court system.



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This Provision covers all Claims (defined below), except we and the Issuer will not elect to arbitrate an individual Claim brought by You in small claims court, unless that Claim is transferred, removed or appealed to a different court. **Also, as described below, You have the right to reject this Provision in its entirety if You act within forty five (45) days after the date You first accept, sign, use or add value to the Card, whichever comes first.**

Arbitration. You and We agree that either party may elect to arbitrate and require the other party to arbitrate any Claim. This means You will not have the right to have a court or jury decide any dispute between us, among other limitations described below. Certain terms used in this arbitration provision are defined below under the heading “Definitions.”

Right to Reject Arbitration Provision: If You act promptly, You may reject this arbitration provision. You nor We have the right to require arbitration of some or all Claims. Rejection of the arbitration provision will not affect any other aspect of this Agreement. To reject the arbitration provision, You must act within the time frame and follow the instructions set forth below under the caption “Rejection of Arbitration.”
Important Notice and Limitations: If You or We elect to arbitrate a Claim, neither You nor We will have the right:

- (1) to have a court or a jury decide the Claim;
- (2) to engage in pre-arbitration discovery (i.e., the right to obtain information prior to the hearing) to the same extent that You or We could in court;
- (3) to participate in a class action in court or in arbitration, either as a class representative or a class member;
- (4) to act as a private attorney general in court or in arbitration; or
- (5) to join or consolidate Your Claim(s) with claims involving any other transaction.

The right to appeal is more limited in arbitration than in court. Other rights that You would have if You went to court may also not be available in arbitration.

Definitions: The following definitions apply to this arbitration provision:

“*Administrator*” means the American Arbitration Association or the National Arbitration Forum, as applicable. Each of these companies maintains an Internet website, publishes pamphlets, and is otherwise available to answer frequently asked questions about arbitration. We encourage You to contact them directly with any questions You may have about them or arbitration. You can contact them at: National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371; American Arbitration Association, 335 Madison Avenue, New York, NY 10017, www.adr.org, (800) 778-7879.



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“Claim” means any dispute between You and Us that arises from or relates in any way to the Card, this Agreement or the relationships resulting from this Agreement, including disputes concerning (1) any items you purchased with the Card; (2) advertisements, promotions, disclosures or documents relating to the Card; and (3) this Provision’s applicability or enforceability. It includes disputes based on constitutional provisions, statutes, regulations, ordinances, contracts, and acts of every type (whether intentional, fraudulent, reckless, or negligent). It includes disputes that seek relief of any type, including equitable relief or damages.

“Claim” is to be given the broadest possible meaning and includes claims of every kind and nature. “Claim” also includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief.

“Excluded Claim or Proceeding” means any of the following claims or proceedings, which will not be subject to this arbitration provision: (1) any individual action brought by You in small claims court or Your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court or (2) any legal proceeding involving the Property in any bankruptcy proceeding.

Starting an Arbitration: To start an arbitration, You or We must send a written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, the Claim shall be resolved by arbitration under this arbitration provision and the rules of the Administrator then in effect.

Where to Send the Notice of Election to Arbitrate. The address for giving notices to start an arbitration is: Simply Debit, c/o First Bank of Delaware begin Arbitration, 50 S. 16th Street, Suite 2400, Philadelphia PA 19102; (and no other location).

Rejection of Arbitration. You may reject this Arbitration Provision by sending a rejection notice to Simply Debit, c/o First Bank of Delaware 50 S. 16th Street, Philadelphia PA 19102 (and no other location) within forty-five (45) days after the date you first accept, sign, use, or add value to the Card, whichever comes first. Any rejection notice must be signed by you and must include your name, address, telephone number and Card number. This is the only method you can use to reject this Arbitration Provision (“Rejection Notice”).

How and When to Send a Notice to Reject Arbitration. You must mail Your Rejection Notice or send it by messenger service (such as Federal Express) to. Simply Debit c/o First Bank of Delaware 50 S. 16th Street, Philadelphia PA 19102 (and no other location) In the event of any dispute concerning whether You have provided a timely Rejection Notice, You must provide a signed receipt. This is the only method You can use to reject the arbitration provision. If the Rejection Notice is sent on Your behalf by a third party, such third party must include evidence of his or her authority to submit the Rejection Notice on Your behalf.



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Selection of Arbitrator. You can select the Administrator in Your written notice electing to arbitrate, or by giving Us written notice of Your selection within 20 days after Our election to arbitrate. If You do not select the Administrator on a timely basis, We will do so. The arbitrator will be selected under the Administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless the parties agree otherwise.

No Class Actions: If You or We elect to arbitrate a Claim, neither You nor We will have the right: (1) to participate in a class action in court or in arbitration, either as a class representative or a class member; (2) to act as a private attorney general in court or in arbitration; or (3) to join or consolidate Your Claims with claims of any other person.

Location and Costs to Start an Arbitration: Any arbitration hearing that You attend will take place in a location that is reasonably convenient to You. If You start or seek to start an arbitration and cannot get the Administrator to waive the fees charged by the Administrator, We will consider in good faith paying or advancing such fees on Your behalf if you ask it in writing.

Costs of the Arbitration. At the end of the arbitration, the arbitrator will decide who will pay the Administrator's fees, unless laws that apply tell who must pay or if You and We agreed to who should pay such fees. Unless You and We agree otherwise, each party must pay the costs of its own attorneys, experts and witnesses, regardless of which party wins in the arbitration.

Discovery; Getting Information: In addition to Your rights and Our rights under the Administrator's rules to obtain information prior to the hearing, either You or We may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

Effect of Arbitration Award: Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act (the "FAA"); and (2) Claims involving more than \$7,500.

Claims Above \$7,500: For Claims involving more than \$7,500, You or We may appeal the award to a three-arbitrator panel appointed by the Administrator (the "Panel"), which will reconsider, at no cost, any aspect of the initial award that is appealed. The Panel is not bound by what the original Arbitrator decided. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless the law that applies requires something else, the appealing party will pay the appeal's costs, regardless of its outcome. However, We will consider in good faith any reasonable written request for Us to bear the cost if You appeal.

Governing Law: This arbitration provision involves a transaction in interstate commerce and shall be governed by the FAA, and not by any state law concerning arbitration. The arbitrator shall follow the law that applies consistent with the FAA, any statutes of limitation that apply and applicable privilege rules, and shall be authorized to award all remedies permitted by the law that applies.



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Remedies an Arbitrator Can Award; Written Opinions. The remedies an arbitrator can award include, without limitation, compensatory, statutory and punitive damages, declaratory, injunctive and other equitable relief, and attorneys’ fees and costs. If requested in time, the arbitrator shall explain in writing the reasoning of his or her award. The arbitrator will follow rules of procedure and evidence that comply with the FAA, this arbitration provision and the Administrator’s rules.

Survival, Severability, Primacy: Except as described above, if any other portion of this Provision cannot be enforced, the rest of this Provision will continue to apply. In the event of any conflict or inconsistency between this Provision, and the Administrator’s rules or other provisions of this Agreement, this Provision will govern. This Provision shall survive the cancellation or expiration of the Card and any bankruptcy by you, to the extent consistent with applicable bankruptcy law.

When this Arbitration Provision is Null and Void; Inconsistency. If a court or Arbitrator says that there can be a Class Action and removes the prohibition of Class Actions from this Agreement, this entire arbitration provision shall be null and void. In the event of any conflict or inconsistency between this arbitration provision and the Administrator’s rules or any other documents relating to this Agreement, this arbitration provision will govern.

SCHEDULE OF FEES:	
Activation Fee	\$9.95
PIN Transaction Fee	\$0.50
Overdraft Fee	\$0.00
Monthly Maintenance Fee	\$4.95
Replacement Card Fee	\$10.00
Balance Reimbursement Fee	\$19.95
Inactivity Fee *	\$2.95
Bill Pay Transaction **	\$1.00 each occurrence
Account Authorization Fee ***	\$5.00
ATM Cash Withdrawal (domestic)	\$1.95
ATM Balance Inquiry or decline (domestic)	\$0.50
ATM Cash Withdrawal (international)	\$3.95
ATM Balance Inquiry or decline (international)	\$2.00
Contacting Customer Service	Free
Add Money via Direct Deposit ****	Free
Add Money via ACH ***	Free
On-line Statement ****	Free

*Inactivity fee- cards are considered inactive after 180 days of non-activity.

**Bill pay transaction fees are \$1.00 for each occurrence.



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***The fee is charged to allow the loading of funds to your card from a verified bank account unrelated to payroll direct deposits. An additional Account Authorization Fee will be charged for each new bank account added or changes in bank information. You can add funds to your card from a verified bank account. This verification process is for your security.

**** If you request to receive a written monthly statement you will be charged a Regular Monthly Statement Fee of \$2.95

***** There is no fee to load the card through direct deposit or via an employer. However, if you use Green Dot®, our load partner, you will be charged a fee by the load partners.

If you use an ATM not owned by us, you will be charged a fee by the ATM operator including a balance inquiry even if you do not complete a withdrawal.

Other Fees May Apply:

Card research and requests. If you request that we perform research or handle special requests relating to the Card, there will be a charge of \$25.00 per hour for each request. If your request involves a billing error or unauthorized transaction, this service is free.

BILL PAY SCHEDULE

TERMS AND CONDITIONS APPLICABLE TO SIMPLY DEBIT BILL PAY SERVICE

These Bill Pay Service Terms (“Bill Pay Terms”) govern your access to and use of the Simply Debit Bill Pay Service (“Bill Pay Service”), the Simply Debit Bill Pay Website (the “Bill Pay Site”), and our data (the “Data”). The Bill Pay Service is made available to you in connection with your Simply Debit Personal Spend MasterCard® Card (“Card”). Therefore, these Bill Pay Terms supplement and are incorporated into your Cardholder Agreement. In these Bill Pay Terms, “Business Day” means every Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding bank holidays. Capitalized terms in these Bill Pay Terms have the meaning set forth in the Agreement unless otherwise defined.

Use of Bill Pay Service: During the term of these Bill Pay Terms, you may use the Bill Pay Service and the Bill Pay Site at such time as they are generally available and to obtain and to use the Data solely as permitted by these terms. You are granted no license to use or access our or our service provider’s software, data, or property other than for the purposes of using the Bill Pay Service.



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Usage Limitations, Obligations and Availability: The Bill Pay Service, the Bill Pay Site, and the Data are our or our service provider's valuable property and trade secrets. You agree that you will not provide access to the Bill Pay Service to any party other than yourself, and you will take reasonable precautions to safeguard your password ("PIN") and keep it confidential. You agree to use the Bill Pay Service and the Data only for lawful purposes. You are responsible to provide at your own expense all necessary telephone lines, Internet connection and equipment needed to access the Bill Pay Service. You must maintain the confidentiality of your assigned user name and password for the Bill Pay Service and you are responsible for all charges incurred under your user name and PIN, unless otherwise provided under these terms. The availability of the Bill Pay Service, the Bill Pay Site and the Data may be subject to interruption and delay due to causes beyond our reasonable control.

Changes to the Bill Pay Service and these Bill Pay Terms: We reserve the right to change the Bill Pay Service and these Bill Pay Terms, including fees, in our sole discretion and from time to time, without notice to you except as required by applicable law. If you do not agree to any amendments, you may stop using the Bill Pay Service. Your use of the Bill Pay Service after you are notified of any change will constitute your agreement to the change.

Method of Payment: We will make payments for you either electronically, or using a paper draft drawn from your Card Account. All payments to certain payees will be solely by check, draft, or similar paper instrument drawn your Card Account. Each payee that will be paid in this manner will be identified to you at the time you request us to make a payment to the payee. As used in these Bill Pay Terms, these payments are referred to as "paper payments." The term "electronic funds transfers" means all payments we process for you except paper payments.

Authority to Debit Card Account: You authorize us to deduct funds from your Card Account to make payments that you initiate using the Bill Pay Service. We will charge your Card Account and you agree to maintain a balance that is sufficient to fund all payments you initiate. You may stop payment of any single scheduled payment by changing it on the Bill Pay Site at least one (1) Business Day before the scheduled date of the payment. We will charge your Card Account for that payment unless you cancel the payment through the Bill Pay Service.

Payment Addresses: We reserve the right to change the address used for paper payments, without notification, in the following situations:

1. The information returned by our address verification process determines the format of the address does not comply with the USPS standards.
2. We have determined that the address provided is not a valid address for the payee.
3. The payee has closed the address, and provided us (via the US Postal Service) with the new address.
4. We have established a relationship with the payee to send payments to a different address than the one provided on the statement.
5. In all cases, we attempt to act in a way to expedite the proper posting of your payment.



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Fees: Fees payable by you for use of the Bill Pay Service will be calculated and deducted automatically by Electronic Funds Transfer from your Card Account at the time of each applicable transaction. The per transaction fee and any other fees, if applicable, for Bill Pay Service is set forth in the Fee Schedule below.

Our Right to Refuse to Make Payments: You agree not to use the Bill Pay Service to make payments to payees outside the United States (a “Prohibited Payment”). You further agree that the following payments (“Restricted Payments”) are discouraged, but may be scheduled at your own risk: (i) tax payments to the Internal Revenue Service or any state or other government agency, (ii) court-ordered payments, such as alimony or child support, or (iii) payments to insurance companies. In the event we make an error in processing a Restricted Payment, you agree that we will not have any responsibility for any negative impact to you and you will be responsible for collecting any overpayment we have forwarded. The fact that we make a mistake in processing a Restricted Payment does not mean that we cannot collect from you or your Card Account any funds we sent to the payee on your behalf. We will not notify you if you attempt to make a Prohibited Payment or a Restricted Payment and we will not be liable if we do not make a Prohibited Payment or a Restricted Payment. We may refuse to make any payment that we believe to be prohibited by law. If you fail to maintain a balance on the Card Account that is sufficient to fund any payment that you initiate, we may refuse to make any subsequent payment for as long as we determine to be necessary or appropriate. We also reserve the right and will promptly notify you of our decision to refuse to make any other payment.

Changes to Your Information: You agree to promptly update all your profile information, including, but not limited to, name, physical address, phone number, and e-mail address. We are not responsible for any mail we forward to your old mailing or e-mail address prior to your update of the Profile information.

Term and Termination: You may terminate these Bill Pay Terms by closing your Card Account or notifying us in writing. We may terminate or discontinue the Bill Pay Service at any time. The termination of the service shall not affect any fees or charges already due to us from you.

Disclaimer of Warranty: YOU EXPRESSLY AGREE THAT USE OF THE BILL PAY SERVICE AND THE DATA IS AT YOUR SOLE RISK, AND THE BILL PAY SERVICE, THE BILL PAY SITE, AND THE DATA ARE PROVIDED “AS IS” WITH NO WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE BILL PAY SERVICE. OUR TOTAL, AGGREGATE LIABILITY TO YOU IS LIMITED TO THE AGGREGATE AMOUNT OF FEES YOU HAVE PAID FOR THE BILL PAY SERVICE DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM.



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Live Agent Assistance: Should you authorize or request an agent of Simply Debit to process a bill pay transaction via the phone you acknowledge that you are wholly responsible for the accuracy of the Data and the transaction itself.

Payment Procedures: You must select the processing date for any payment, or specify a payment rule in the system that automatically selects this date for you. This date should be at least six (6) Business Days prior to the payment due date to ensure that there is enough time for the payee to receive and post the payment. As we cannot control the U.S. Postal Service or other aspects of the various systems and processes that together ensure that your payments get from us to your payee, we cannot guarantee that any payment will be received by the payment due date, and we are not responsible for any costs, expenses or other damages you incur if your payment is not received by the payee on or before the payment due date. However, if you have followed our rules, allow us sufficient time to make the payment, and we have issued you a confirmation number for a payment, we will reimburse you for any late charge assessed to you because we do not send that payment, up to a maximum of \$50.00 per late payment, unless we are not responsible to you for one of the reasons listed below. We may require that you provide us with satisfactory written documentation of any late fee before making reimbursement to you. **THIS IS OUR ONLY OBLIGATION TO YOU FOR ANY PAYMENT DELAYS OR FAILURE. IN ADDITION, IF YOU DO NOT FOLLOW THESE RULES OR IF YOU DO NOT ALLOW US ENOUGH TIME TO COMPLETE A PAYMENT, YOU ALONE ARE RESPONSIBLE FOR ANY PENALTIES OR LATE CHARGES ON THAT PAYMENT.** We may set an expiration date (usually 90 days from date of issue) for any payment check we issue from our own account. If we do this, we may stop payment of the check if the payee does not cash the check on or before the expiration date. We will then notify you and issue a credit to your Card Account for the amount of the check.

We are not responsible for any failure to complete or delay in completing any payment due to any of the following:

1. Your Card Account does not contain sufficient funds to complete the transaction.
2. Your Card Account is closed.
3. We identify you as a credit risk and choose to complete all your payments by paper means, or to terminate your use of the Bill Pay Service.
4. The payee rejects or returns the payment for any reason.
5. Your equipment, software or any communications link is not working properly.
6. The Bill Pay Service is unavailable and you know or we have told you about the problem before you send the payment.
7. You have provided us with incorrect information about the payee you wish to pay.
8. The payee mishandles or delays handling or posting any payment we send.
9. Circumstances beyond our control (for example, fire, flood, interference from an outside source, postal delays) prevent or delay the transfer or payment from being completed.



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We may set a maximum dollar amount for payment and/or refuse to permit any payment if we reasonably believe such refusal is necessary or advisable for security reasons.

If we duplicate a payment or process a payment for the wrong amount, we will use our reasonable best efforts to recover your funds from the payee. However, if an overpayment causes a credit to an account with your payee, we may notify you of that fact and you will be responsible to make appropriate arrangements with the payee to receive a refund of the credit or have it applied against future balances. You will remain responsible to reimburse us for any overdraft amount resulting from funds we have paid on your behalf.

Other Provisions: Neither these Bill Pay Terms nor any portion hereof shall be assigned, sublicensed or otherwise transferred by you without our prior written consent. If any provision of these Bill Pay Terms is unenforceable, the validity and enforceability of the other provisions shall not be affected. Failure of any party to enforce any provision of these Bill Pay Terms shall not be construed as a waiver of such provision or of the right to enforce such provision. These Bill Pay Terms shall be governed by and construed under the laws of the State of Delaware without regard to conflicts of laws provisions. You hereby consent to the jurisdiction of the state courts of Delaware and the federal courts within the state with respect to any claim relating to these Bill Pay Terms. The Disclaimer of Warranty, Indemnity and the Other Provisions sections of these Bill Pay Terms shall survive the termination of these Bill Pay Terms. The parties agree that communications relating to the Bill Pay Terms sent via e-mail constitute a “writing” for all purposes, including the giving of notice, hereunder.

First Bank of Delaware
50 S. 16th Street, Suite 2300
Philadelphia, PA 19102

Entire Bill Pay Terms: Your Payroll & Personal Spend Cardholder Agreement and Disclosure Statement, these Bill Pay Terms and any terms or rules disclosed in the Bill Pay Site regarding use of the Bill Pay Service are the entire understanding and agreement between you and us with respect to the Bill Pay Service and supersede any other oral or written agreements.