

## Cardholder Agreement

IMPORTANT – PLEASE READ CAREFULLY

IMPORTANT – BE SURE TO PROVIDE THE GIFT CARD RECIPIENT THIS CARDHOLDER AGREEMENT

### **Terms and Conditions/Definitions for the GiftCertificates.com™ Rewards MasterCard®**

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the GiftCertificates.com Rewards MasterCard has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card” means the GiftCertificates.com Rewards MasterCard issued to you by The Bancorp Bank, Wilmington, Delaware. “Issuer” means The Bancorp Bank or its depository institution affiliate. The Issuer is an FDIC insured member institution. “Card Account” means the records we maintain to account for the value of claims associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. This Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Our business days are Monday through Friday, excluding federal holidays, even if we are open. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Please read this Agreement carefully and keep it for future reference.

### **Authorized Users**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

### **Secondary Cardholder**

You may not request an additional Card for another person.

### **Personal Identification Number**

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

### **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.

### **Loading Your Card**

Additional funds may not be added to your Card, called “value loading”. Your Card is non-reloadable. You will have access to your funds immediately after activation.

### **Using Your Card/Features**

The maximum amount that can be spent on your Card per day is the available balance. The maximum value of your Card is restricted to \$2500.00. Before using your Card, you will need to activate it by calling the automated Customer Service line at **1-800-PRESENT**. You can also visit **[www.GiftCertificates.com/GiftCard](http://www.GiftCertificates.com/GiftCard)** where your Card will be activated upon entering the Card number and Card Validation Code 2 (“CVC2”) from the back of the Card.

You may use your Card to purchase or lease goods or services wherever MasterCard debit cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct

a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

Select “credit” rather than “debit” at the time of payment, as you do not have a PIN with your Card Account

If you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may preauthorize the transaction amount up to \$75.00 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. Protect your online shopping by registering your Card with MasterCard® SecureCode™ at [https://secure5.arcot.com/vpas/bankfirstppdmc\\_mc/enroll/index.jsp?locale=en\\_US&bankid=1291](https://secure5.arcot.com/vpas/bankfirstppdmc_mc/enroll/index.jsp?locale=en_US&bankid=1291). For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction.

Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

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

### **Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must handle it directly with the merchant.

### **Card Replacement**

If you need to replace your Card for any reason, please contact us at 1-800-Present to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, etc. There is a fee for replacing your Card.

### **Charges Made In Foreign Currencies**

If you make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by MasterCard International Incorporated 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 International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date,

which may vary from the rate MasterCard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date. If you make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 2% of the transaction amount and will retain the amount as compensation for its services.

### **Receipts**

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

### **Card Account Balance/Periodic Statements**

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may access your available balance by accessing your Card Account online or by calling **1-800-PRESENT**. Statements in electronic format will be made available free of charge at **www.GiftCertificates.com/GiftCard** during each month in which a transaction occurs. You will not automatically receive paper statements. You may choose to have a paper statement mailed to you by contacting us each time at. However, there is a fee for this service.

### **Fee Schedule**

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

Expired Card Replacement Fee (Re-issue Fee)	\$10.00 Per Occurrence Charged for requesting a replacement Card with the remaining balance after the Card has expired.
Replacement Card Fee (Card Replacement Fee)	\$15.00 per Card; when Card is reissued or replaced for any reason
Monthly Maintenance Fee	\$ 2.00 Beginning on the thirteenth (13 <sup>th</sup> ) month after purchase, this fee will be applied to any remaining balance except where prohibited by law.
Expired Card Check Fee (Debit Adj othr)	\$10.00 Per Occurrence Charged for requesting a check for the remaining balance after the Card has expired.
Account Liquidation Fee (Debit Adj othr)	\$20.00 Charged if a check is issued for funds on your Card Account prior to the expiration date.

### **Confidentiality**

We may disclose information to third parties about your Card or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as merchant;
- (3) In order to comply with government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission; or
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

### **Our Liability for Failure to Complete Transactions**

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;

- (3) If an 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 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.

### **Your Liability for Unauthorized Transfers**

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at **1-800-PRESENT**. Under MasterCard Rules, your liability for unauthorized MasterCard transactions on your Card Account is \$0.00 if you notify us promptly 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 use in the immediately preceding twelve (12) month period. If you notify us within two (2) business days, 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. If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to keep losses down.

### **Other Terms**

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

### **Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that 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. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

### **Information About Your Right to Dispute Errors**

In case of errors or questions about your electronic transactions, call **1-800-PRESENT** or write to **Cardholder Services, P.O. Box 1481, Madison, WI 53701** if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact us

no later than sixty (60) days after the FIRST statement was made available to you on which the problem or error appeared.

1. Provide your name and Card number (if any).
2. Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information.
3. Provide the dollar amount of the suspected error.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card. For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. 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.

#### **English Language Controls**

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

#### **Customer Service**

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

GiftCertificates.com Rewards MasterCard

11510 Blondo Street

Omaha, NE 68164

1-800-PRESENT

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