

## CARDHOLDER AGREEMENT

### IMPORTANT – PLEASE READ CAREFULLY

#### **Terms and Conditions/Definitions for the ClaimsCard® Mastercard® Virtual Account**

This Virtual Account Agreement (“Agreement”) outlines the terms and conditions under which the ClaimsCard Mastercard Virtual Account has been issued to you by The Bancorp Bank, Wilmington, Delaware (the “The Bancorp Bank” or “Issuer”). The Issuer is an FDIC insured member institution. “Virtual Account” means the ClaimsCard Mastercard Virtual Account issued to you by The Bancorp Bank. By accepting and using the Virtual Account, you agree to be bound by the terms and conditions contained in this Agreement. “Virtual Account” also means the records we maintain to account for the value of claims associated with the Virtual Account. “You” and “your” mean the person or persons who have received the Virtual Account and are authorized to use it as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees. One Inc is the entity managing the Virtual Account program (“Program Manager”). You acknowledge and agree that the value available in the Virtual Account is limited to the funds that have been loaded to the Virtual Account on your behalf. You agree to sign the back of the Virtual Account immediately upon receipt. The expiration date of the Virtual Account is identified on the front of the Virtual Account. The Virtual Account is a prepaid account. The Virtual Account is not a gift card or a gift certificate. You have received this Virtual Account as a gratuity without the payment of any monetary value or consideration. Your failure to activate and use the Virtual Account results in the loss of all right, title and interest in the Virtual Account and the underlying funds. The Virtual Account is not connected in any way to any other account. The Virtual Account is not a credit Virtual Account. The Virtual Account is not for resale. You will not receive any interest on the funds in the Virtual Account. The Virtual Account will remain the property of the Issuer and must be surrendered upon demand. The Virtual Account is non-transferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Virtual Account is not designed for business use, and we may close the Virtual 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.

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

Write down the Virtual Account number and the customer service phone number provided in this Agreement on a separate piece of paper in case the Virtual Account is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

#### **Activate The Virtual Account**

The Card is active when it is received. The Card may be used immediately upon its receipt.

#### **Personal Identification Number**

You will not receive a PIN with the Card. However, you will be prompted to select a PIN while completing your first point-of-sale (“POS”) transaction at a POS device. The PIN you select can be any 4-digit code. You must use the same PIN for each subsequent PIN-based transaction. Avoid using obvious combinations like 1234, 4 identical numbers, your birthday or year. You should not write or keep the PIN with the Virtual Account information. Never share the PIN with anyone. When entering the PIN, be sure it cannot be observed by others and do not enter the PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to the PIN, you should advise us immediately following the procedures in the section captioned “*Your Liability for Unauthorized Transfers.*”

#### **Authorized Virtual Account Users**

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

#### **Secondary Virtual Accountholder**

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

### Your Representations and Warranties

By activating the Virtual Account or by retaining, using or authorizing the use of the Virtual Account, 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 fifty (50) states of the United States ("U.S") 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 Virtual Account 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 Virtual Account.

### Cash Access

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

### Loading The Virtual Account

Only the Program Manager may load funds to the Virtual Account. You will have access to the initial load immediately after activation. The Virtual Account is not reloadable after the initial loading. Personal checks, cashier's 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 Virtual Account 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 Virtual Account at the discretion of the Issuer.

### Preauthorized Transfers

The Virtual Account number cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers ("Merchants"). If presented for payment, preauthorized direct debits will be declined and payment to the Merchant or provider will not be made. You are not authorized to provide the combination of the Issuer's bank routing number and the Virtual Account number to anyone.

### Using The Virtual Account/Features

These are the maximum amounts that can be spent on the Virtual Account:

| Transaction Type                             | Frequency and/or Dollar Limits   |
|--|--|
| Virtual Account Purchases (Signature or PIN) | 5 times per day, \$5,000.00 per transaction, up to \$5,000.00 per day                  |
| Transfer to an External Account              | Unlimited times per day, \$5,000.00 per transaction, up to \$5,000.00 per calendar day |

You may use the Virtual Account to purchase or lease goods or services everywhere Mastercard debit, Maestro, or STAR cards are accepted within the fifty (50) U.S. states and the District of Columbia as long as you do not exceed the available value of the Virtual Account. Some merchants do not allow split transactions where you use the Virtual Account number to initiate a 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 Virtual Account to the Virtual Account. You must then arrange to pay the difference using another payment method. If you fail to inform the merchant that you would like to complete a split transaction prior to using the Virtual Account, the transaction is likely to be declined.

When you use the Virtual Account to pay for goods or services, certain merchants (such as car rental companies, restaurants, and hotels) may ask us to authorize the transaction in advance and may estimate its final value up to twenty (20%) more to cover any tip or gratuity that you may add. When we preauthorize a transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on the Virtual Account funds for the amount indicated by the merchant (which may be more than the final settled transaction amount). We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction. Certain merchants that authorize high dollar amounts, e.g., rental car companies and hotels, may cause an "authorization" or "hold" on the available balance for up to thirty (30) days. Until the transaction finally settles, or we determine it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge the Virtual Account for the correct amount of the final transaction, however, and will release the hold on any excess amount when the transaction finally settles.

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

For security reasons, we may limit the amount or number of transactions you can make on the Virtual Account. The Virtual Account cannot be redeemed for cash. You may not use the Virtual Account for illegal online gambling or any other illegal transaction.

Each time you use the Virtual Account, you authorize us to reduce the available value of the Virtual Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Virtual Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available

balance of funds on the Virtual Account, you shall remain fully liable to us for the amount of the transaction and any fees, if applicable.

### **Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with the Virtual Account, you agree to accept credits to the Virtual Account for such refunds and agree to the refund policy of that merchant. Neither the Issuer nor the Program Manager is responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with the Virtual Account. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

### **Virtual Account Replacement**

If you need to replace the Virtual Account for any reason, please contact 1-855-502-2164 to request a replacement Virtual Account. You will be required to provide personal information which may include the 16-digit Virtual Account number, your full name, transaction history, copies of accepted identification, etc.

For information on replacing an expired Virtual Account, see the section below captioned "*Expiration*."

### **Expiration**

The Virtual Account will expire no sooner than three (3) months from the date it was issued. **The funds on the Virtual Account do not expire.** You will not be able to use the Virtual Account after the expiration date; however, you may request a replacement Virtual Account be sent at no cost to you by following the procedures in the section captioned "*Virtual Account Replacement*." If you need to replace the Virtual Account for any reason other than expiration, you may request one at any time.

### **Transactions Made In Foreign Currencies**

The Virtual Account may only be used within the fifty (50) U.S. states and the District of Columbia.

### **Receipts**

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

### **Virtual Account Balance/Periodic Statements**

You are responsible for keeping track of the available balance of the Virtual Account. Merchants generally will not be able to determine the available balance. It's important to know the available balance before making any transaction. You may obtain information about the amount of money remaining in the Virtual Account by calling 1-855-502-2164. This information, along with a sixty (60) day history of Virtual Account transactions, is also available online at [www.mycard.oneinc.com](http://www.mycard.oneinc.com). You also have a right to obtain a sixty (60) day written history of Virtual Account transactions by calling 1-855-502-2164 or by writing to ClaimsCard Mastercard Virtual Account, 620 Coolidge Dr #200, Folsom CA 95630

You will not automatically receive paper statements.

### **Fee Schedule**

There are no fees associated with the Virtual Account.

### **Confidentiality**

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

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of the Virtual Account for a third party, such as a merchant;
- (3) In order to comply with government agency, court order, or other legal 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.

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

If we do not properly complete a transaction from the Virtual Account on time or in the correct amount according to 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 the Virtual Account to complete the transaction;
- (2) If a merchant refuses to accept the Virtual Account;
- (3) If access to the Virtual Account has been blocked after you reported the Virtual Account number lost or stolen;
- (4) If there is a hold or the funds are subject to legal or administrative process or other encumbrance restricting their use;
- (5) If we have reason to believe the requested transaction is unauthorized;
- (6) 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
- (7) Any other exception stated in our Agreement with you.

### **You Liability for Unauthorized Transfers**

Contact us at once if you believe the Virtual Account number has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe the Virtual Account number has been lost or stolen, or that someone has transferred or may transfer money from the Virtual Account without your permission, call 1-855-502-2164. Under Mastercard Core Rules, your liability for unauthorized Mastercard debit transactions on your Virtual Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Virtual Account. This reduced liability does not apply to certain commercial Virtual Account transactions, transactions not processed by Mastercard, or to anonymous prepaid Virtual Accounts (until such time as the identity of the Virtual Account holder has been registered with us). You must notify us immediately of any unauthorized use.

### **Other Miscellaneous Terms**

The Virtual Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Virtual Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at 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.

### **Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our website at [www.mycard.oneinc.com](http://www.mycard.oneinc.com), and any such amendment shall be effective upon such posting to that website. The current Agreement is available at [www.mycard.oneinc.com](http://www.mycard.oneinc.com). You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend the Virtual Account or this Agreement at any time. You may cancel this Agreement by contacting 1-855-502-2164 to close the Virtual Account. 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 the Virtual Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you by check sent to the mailing address we have in our records. For security purposes, you may be required to verify your identity by supplying identification and address verification documentation prior to issuing a refund check. Allow up to ten (10) business days for processing and mailing of the refund check. There is a fee for a refund check. Please refer to the Fee Schedule above. In the event the Virtual Account Program is cancelled, closed, or terminated, we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Virtual Account balance, will be in the notice. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

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

In the case of a discrepancy or questions about the Virtual Account transaction(s), call 1-855-502-2164, write to 620 Coolidge Dr #200, Folsom CA 95630, or send an email to [providers@oneinc.com](mailto:providers@oneinc.com) as soon as you can. You must contact us no later than sixty (60) calendar days after we posted the transaction(s) to the Virtual Account. You may request a written history of your transactions at any time by calling 1-855-502-2164 or writing to 620 Coolidge Dr #200, Folsom CA 95630.

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

1. Your name and the 16-digit Virtual Account number.
2. A description of the transaction(s) including the date and dollar amount.
3. Why you believe there is a discrepancy.

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

Once we have the required details, information, and/or documents, we will determine whether a discrepancy occurred. Our investigation may up to one hundred and twenty (120) days from the transaction settlement date. If we ask you to put details in writing and you do not provide them within sixty (60) calendar days of the date we posted the transaction(s) you are questioning, we may not be able to resolve the claim in your favor.

We will tell you the results in writing after completing our investigation. If we determine a discrepancy occurred, we will correct the discrepancy promptly and credit the Virtual Account. If we decide there was no discrepancy, we will send you a written explanation.

### **English Language Controls**

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

### **Customer Service**

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

ClaimsCard Mastercard Virtual Account  
620 Coolidge Dr #200  
Folsom CA 95630  
1-855-502-2164

Customer Service agents are available to answer your calls twenty-four (24) hours a day, seven (7) days a week (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 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 the Virtual Account.

#### **Arbitration**

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

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

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

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at [www.adr.org](http://www.adr.org).

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

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

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

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE VIRTUAL ACCOUNT. CALL 855-502-2164 TO CANCEL THE VIRTUAL ACCOUNT AND MAKE ALTERNATE ARRANGEMENTS TO RECEIVE THE FUNDS ASSOCIATED WITH THE VIRTUAL ACCOUNT.**

This Agreement is effective (09/2021)