

THE BANCORP BANK ACCOUNT AGREEMENT TERMS AND CONDITIONS

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This Account Agreement is effective August 17, 2016.

IMPORTANT – Please read carefully and retain this Account Agreement for your records.

Your account(s) is issued and operated by The Bancorp Bank. If you have any questions concerning the terms and conditions, please contact Customer Care.

Definitions

This Account Agreement (the “Agreement”) contains the rules that govern, where appropriate, your account(s) with The Bancorp Bank (the “Bank,” “we,” or “us”).

The words “you” and “your” mean each account owner and anyone else with authority to deposit, withdraw, or exercise control over an account. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.

An “owner” is one who has the power to deal with an account in his, her or its own name.

An “agent,” in contrast, is one whose power to withdraw from an account comes from, or is on behalf of, the owners. Authorized signers, designated corporate officers, trustees, attorneys-in-fact, and convenience signers are examples of agents.

Entities such as corporations, limited liability companies, partnerships, estates, conservatorships, and trusts are not natural persons, and can only act through agents. In such cases, it is the “entity” that is the owner.

“Personal accounts” are accounts in the names of natural persons (individuals). They are to be distinguished from “non-personal accounts” which are accounts in the name of corporations, partnerships, trusts and other entities.

“Deposit Account” means any checking account, savings account, or money market account opened with the Bank.

“Financial Service” means a Deposit Account, overdraft credit account, Funds Transfer service, or any other financial product or service available through the Bank.

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

Consent to Terms and Conditions and Modifications

By submitting a Bank-approved application or using any Financial Service, you agree to the terms and conditions of this account and the **Schedule of Fees** that may be imposed. The terms and conditions of this account include this Agreement, any disclosures we give you when you open your account, disclosures we give you when you use additional products and services, periodic statements, user guides, privacy statements, and any other disclosure or terms we provide you. Continued use of your account means you agree to these rules, you agree to pay the fees listed, and you give us the right to collect the fees, as earned, directly from your account balance. You are responsible for the accuracy and completeness of all information supplied to us in connection with your account and/or account services.

Any notice provided by us to any account owner is deemed to have been provided to all account owners.

Modifications

The Bank may amend or change any terms of this Agreement or any account disclosures and documents provided to you. Notice of the amendment or change will be provided to you as required under applicable law.

If at any time the terms, conditions or charges associated with your account are not acceptable to you, you may terminate this Agreement by closing your account after paying any fees, penalties, or charges owed to the Bank. We may cancel or suspend your debit card or other account access device or service or this Agreement at any time.

Waivers And Precedents

Any waiver by the Bank must be approved by an authorized representative of the Bank. If a waiver is approved by the Bank, we are not obligated to provide similar waivers in the future.

Identification Notice (USA PATRIOT ACT)

To help the government fight the funding of terrorism and money laundering, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

This means that when you open an account, we may ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see other identifying documents such as driver's license or documents showing your existence as a legal entity.

Even if you have been an existing customer of ours for many years, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past or we may need to update our records.

If, for any reason, any owner is unable to provide the information necessary to verify their identity, your account(s) may be blocked or closed, which may result in additional fees assessed to the account(s).

OVERVIEW

Owner's Authority and Authorized Persons or Agents (including Power of Attorney)

Each owner of a personal account, or an agent for a non-personal account, acting alone, has the power to perform all the transactions available to the account. For example, each owner is authorized on behalf of you to open, operate and close accounts; execute or otherwise agree to any form of agreement relating to the Financial Services, including, without limitation, draw, accept, endorse or discount checks, drafts, bills of exchange, notes and other financial instruments; receive materials related to security procedures; and give instructions, including, without limitation, requests and payment orders, by means other than the signing of an Item, with respect to any account transaction. Without limitation, such instructions may be given regarding: (i) the payment, transfer or withdrawal of funds by wire, computer or other electronic means, or otherwise; (ii) money, credits, items or property at any time held by the Bank for your account; or (iii) any other transaction of yours with the Bank. Upon the death of one owner of a joint account with right of survivorship, the balance of the account will belong to the surviving owner(s).

Any account owner is permitted to authorize anyone else to access your account (an “Agent”). This can be done by following a process the Bank requires (such as designating someone an authorized signer) or by authorizing someone on your own to act on your behalf (such as a through a power of attorney.)

If you name an agent:

1. we may require that you use forms we approve and require each owner to sign the form to be effective;
2. the powers you give to your agent, and any limitations on those powers, are between you and your agent, even if we have express written notice of those powers. You understand and agree that we

have no duty or responsibility to monitor the acts of your agent or ensure that the acts of your agent are for your benefit. For example, if you only give your agent authority to pay your bills and your agent exceeds that authority, we are not responsible for that breach of authority;

3. you agree not to hold us responsible for any loss or damage you incur as a result of us following instructions given to us by your agent;
4. the owners of the account are responsible to us for any actions of your agent, regardless of whether those actions exceed the authority given or whether the agent is formally nominated by all the owners or less than all the owners;
5. the agency will end if the owner dies and we get notice of that death, or if there is more than one owner, the agency will end after the death of the last owner and we get notice of that death and, in either case, once we've had reasonable opportunity to act on it.
6. the agency will end after the owner notifies us in writing to end the agency and we have had a reasonable opportunity to act on it.
7. if you authorize any third person, such as a bookkeeping service, an employee, or agent of yours to retain possession of or prepare items, you agree to assume full responsibility for any errors or wrongdoing performed or caused by such third person or any of its agents or employees if we should pay any such item.

The Bank is authorized to rely upon any document that indicates that a person or agent is authorized to act on behalf of you with respect to Financial Services. That authority shall remain in effect until the authority for the Agent is withdrawn by you upon written notice to the Bank and the Bank has had a reasonable opportunity to act on the termination instruction.

The Bank will honor a Power of Attorney designation on an account, if it receives the required documentation evidencing such designation. The account owner and person executing the power of attorney over a Deposit Account is known as the “Principal.” The person granted power of attorney for the Principal is known as the “Attorney-in-Fact.” We may refuse to accept a power of attorney for reasonable cause, and we may require the Attorney-in-Fact to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Attorney-in-Fact's knowledge, the Principal continues to be alive and competent and the relevant powers of the Attorney-in-Fact have not been amended or terminated.

The Principal is responsible for informing us in writing if the Principal learns of any untrue or misleading information relating to the Power of Attorney or if the Attorney-in-Fact exceeds the authority granted by the Principal in the power of attorney. The Attorney-in-Fact is required to notify us in writing if the Principal or any other account owner dies or is declared incompetent.

The power of attorney will continue in force until (a) we receive written revocation from the Principal; (b) we receive written notification of the Principal's death; or (c) we receive written notification of the death or incapacity of the Attorney-in-Fact.

Banking Products

The Financial Services offered through the Bank website are provided by The Bancorp Bank, a member of the Federal Deposit Insurance Corporation (the “FDIC”). For purposes of applicable FDIC deposit insurance limitations, deposits in accounts at The Bancorp Bank opened through the Bank, or any affiliated Bank or Bank website, may not be separately insured from any other Deposit Accounts you may have opened with The Bancorp Bank, depending on the named account owners.

Internet-Enabled Accounts

You certify that you have access to the Internet and a current email address. You have sole responsibility for providing the Bank with a correct and operational email address and ensuring that you have access to that email address. You must promptly notify the Bank of any change in your email or postal mailing address,

or if you are unable to access your account information through the Internet. If you do not promptly notify the Bank, we will not be held liable for any adverse effects to your account as a result of undelivered mail or email or due to your inability to access your account information over the Internet. The Bank is not responsible for any costs that you incur for maintaining Internet access or an email account.

Privacy

Your account is subject to the Bank's privacy practices as set forth in its privacy notice. You have had an opportunity to review, download and/or print, and you agree to the privacy notice relating to the Financial Services provided by the Bank.

Consumer Reports

Consumer reports may be obtained by the Bank in connection with any Financial Service that you request or receive. The Bank will inform you of its use of any consumer report as required by law. If you ask us, you will be informed whether or not such a report was requested, and if so, the name and address of each agency that furnished the report.

Illegal, Fraudulent or Improper Activity

You will not use the Bank website or any Financial Service for any illegal, fraudulent or improper activity, including Internet Gambling. If the Bank suspects that you may be engaging in or have engaged in a fraudulent, illegal or improper activity, including a violation of this Agreement, or any terms and conditions relating to the Bank website or any Financial Service, your access to the Bank website and any Financial Services may be suspended or terminated. You understand that transactions in your accounts may be suspended or terminated if an Internet Banking user ID, Internet Banking password, debit card, or Personal Identification Number ("PIN") (individually and collectively, an "Access Device") has been reported lost or stolen or when the Bank reasonably believes that there is unusual or suspicious activity on any of your accounts. You will cooperate fully with the Bank to investigate any suspected illegal, fraudulent or improper activity.

Fraud Prevention

To help prevent fraud and other criminal activities, the Bank strongly suggests that you use an up-to-date web browser with security features. Regardless of whether you use a web browser with security features, the Bank is unable to ensure that the data transmitted by you to the Bank, or from the Bank to you, will not be intercepted by third parties. To further ensure the security of your account, the Bank encourages you to avoid transmitting confidential information through email communications.

Further, do not disclose your password to access the Bank web site, or any PIN assigned to your account, to any person other than persons you intend to have full authority to act on your behalf with regard to all of your Financial Services and accounts. The Bank may act upon instructions and information received from any person that enters your user ID and password, or provides your PIN, as applicable. You will notify the Bank immediately if your password or PIN is compromised or lost.

Agreements Regarding Telephone and Electronic Communications

You agree that we and our agents, affiliates, contractors, subcontractors, and assignees may call or contact you at any telephone number obtained by any reasonable means, including without limitation, a caller identification system that captures your number when you call us or from a third party such as one of your creditors.

You expressly consent to receiving calls, text messages and other communications from us, our agents, affiliates, contractors, subcontractors, and assignees on any number that is assigned to a cellular telephone service, wired telephone service (land line), paging service, facsimile machine, specialized mobile radio service, or other radio common carrier service, placed through use of an autodialer, artificial voice or

pre-recorded message, or any other technology, even if you incur a cost when we contact you.

You expressly consent to our recording of telephonic communications with you, even if we do not inform you of the recording at the time of the call.

Limit on Liability

To the fullest extent permitted by law, the Bank will not have any liability in connection with any unauthorized interception or use of data relating to you or the Financial Services; any inability to use or access the Bank website for any reason; any actions or transactions by an individual who uses your user ID and password; or any cause over which the Bank does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or Internet service providers. The Bank will not have liability for any adverse effects to your account caused by any spam block programs or fire walls that may prohibit email communications and/or account information access through the Internet.

The Financial Services accessible through the Bank website are provided "as is" and with all faults. The Bank disclaims, for itself and for each other entity related to providing the Financial Services, all warranties, either express or implied or statutory, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose and lack of viruses. In no event shall the Bank be liable for (a) damages caused other than by its own gross negligence or intentional misconduct or (b) indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy) arising out of or in any way related to the use of or inability to use the Bank website or any Financial Service, even if the Bank has been advised of the possibility of such damages. In no event shall the Bank be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, Internet access or computer equipment or software) or any circumstances beyond our control (such as, for example, a fire, flood or other natural disaster, act of God, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services). The foregoing disclaimer may not be effective under applicable state law.

Transfer

You may not transfer any rights or obligations you may have under this Agreement or with respect to any Financial Service without prior written consent of the Bank. The Bank reserves the right to transfer any right or obligation under this Agreement or with respect to any Financial Service without your consent.

Governing Law

This Agreement between you and the Bank is accepted by the Bank in the State of Delaware and is governed by Delaware law.

In addition to the terms and conditions set forth in this Agreement and related account disclosures, your account is subject to, applicable FDIC rules and regulations, and the laws of the State of Delaware, the United States of America and any other regulatory bodies with jurisdiction over the Bank and the Financial Services provided.

Miscellaneous

This Agreement is binding upon and shall insure to the benefit of permitted successors, assignees and designees of you and the Bank. If any provision of this Agreement is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and will remain in full force.

Contacting The Bancorp Bank

You may contact The Bancorp Bank by email or by first-class U.S. mail to: The Bancorp Bank, Attn: Customer Service, 409 Silverside Road,

Suite 105, Wilmington, DE 19809 or by toll-free telephone.

Telephone conversations with representatives of the Bank may be recorded and retained.

GENERAL TERMS AND CONDITIONS

Account Transfer

Your account(s) may not be transferred or reassigned without our prior written consent.

Right of Set Off

If you owe us money or are past due on any obligation to us, we can use the funds in any of your accounts with us to repay the amount you owe us, without going through any legal process or court proceeding. In other words, we reserve the right to set off any liability primary or secondary, direct or contingent, past, present or future, sole or joint – that you owe to us, against any individual or joint Deposit Account you have with us. To the extent that we charge your account, we are relieved from any liability in connection with the funds we use. Further, you grant us a lien on and security interest in the funds on deposit in each of your accounts as security for all of your liabilities and obligations to us, now or in the future. We will notify you if we have exercised our right of set off.

Statements

You agree to examine and reconcile your periodic statement upon receipt and promptly notify us by telephone or by email of any discrepancy or the unauthorized payment of any item. If you fail to do so, you will have to either bear the loss yourself or share the loss with us (depending on whether we used appropriate care and/or whether we in any significant way contributed to the loss). You agree that you will examine your statement with care within a reasonable period of time not to exceed 30 days from when the statement is first sent or made available to you.

Investigation of Claims

If you fail to discover or notify us of any unauthorized signature, forgery or alteration on the face or back of the check or any unauthorized draft or item on your account within 30 days after the monthly statement is made available to you, you cannot make any claim against us with respect to the check, draft, or item. In addition, we are not liable for an item that has been forged or altered in such a way that a reasonable person could not discover the forgery or alteration. You are in the best position to detect an unauthorized signature, a forged endorsement, a material alteration, an unauthorized paper draft or any unauthorized item on your account.

If you notify us of an unauthorized signature, forgery or alteration on the face or back of any check, any unauthorized paper draft, or any unauthorized item on your account within the time period required by the terms of this disclosure, we may investigate your claim for up to 60 days after receipt from you of all information we may request from you regarding such claim.

During any investigation of your claim of any unauthorized signature, forgery, alteration, unauthorized paper draft, or unauthorized item with respect to your account, we may elect to freeze or not credit you for the amount of such item(s) until we have completed our investigation.

We are not responsible for any temporary unavailability of funds in your account during the time in which the disputed item(s) are under investigation. This includes forged checks, unauthorized paper drafts and unauthorized items.

Account Liability/Customer Assistance

If you notify us of any alleged fraudulent or unauthorized item or transaction affecting your account and we elect to credit your account for the amount of any such alleged fraudulent or unauthorized item or transaction, you agree to fully cooperate with us and assist us during any investigation or proceeding.

If you refuse or fail to fully cooperate and assist us in any investigation or proceeding involving such unauthorized items by or for your benefit, then, at our

election, you must repay to us the amount of any prior account credit for the unauthorized item(s), and we may deduct such amounts from your account without further notice. In addition, you agree to hold the Bank harmless for any loss you incur as a result of the unauthorized item(s).

Escheatment

Accounts that are inactive for a period of time may be considered to be dormant or abandoned. If this happens, the funds in your account may be required to be turned over to the state of your last known address. Each state has varying laws as to when the account is subject to escheat. We will make all reasonable efforts to contact you before transferring your account(s) to an applicable state. For accounts with international addresses, the funds will be transferred to the State of Delaware.

Duty of Care

In accordance with reasonable banking standards, most checks and other items presented to us for payment are processed through automated processing and, except in limited circumstances and subject to such reasonable sampling procedures as we establish at our discretion, most items are not individually examined to verify your signature or verify that the item is otherwise properly payable. You agree that we act within reasonable banking standards by processing most checks, paper drafts and other items through automated processing systems.

Foreign Activity

If you have moved outside of the United States or have frequent international transactions, you may be contacted about the international activity in your account and for further verification of your address. If you are moving, traveling, or will be temporarily residing overseas, we recommend you contact us to prevent any disruption in your account activity. Your account may be closed.

Inactive and Dormant Accounts

We may consider a Deposit Account to be "inactive" after a period of no owner-initiated activity. After a period of "inactive" status, we may consider a Deposit Account to be "dormant." After a period of dormancy, we may take steps to initiate escheatment (see the "Escheatment" section, above).

If the account is an interest-bearing account, the account will continue to earn interest, and all accounts will be subject to service charges in accordance with our **Schedule of Fees**. If an account becomes inactive or dormant, we will notify you in writing with specific instructions on how to restore the account to an active status without the need to make any transactions.

Death or Incompetence

You or your appointed party, designee, or appointed individual agree to notify us promptly if any agent or person with signatory rights on your account dies or becomes legally incompetent or incapacitated. We may continue to honor such checks and items until (a) we know of the fact of death or of a legal determination of incompetence or incapacitation and (b) we have had a reasonable opportunity to act on that knowledge. You agree that, even if we have knowledge of death of an agent or person with signatory rights, we may pay or certify checks drawn on or before the date of death for up to 10 days after that date, unless ordered to stop payment by someone claiming an interest in the account. We may require additional documentation to confirm any claims made on the account.

Facsimile Signatures

Before using any form of facsimile signature in connection with a Deposit Account, you agree to submit a sample to us and to execute and deliver agreements in a form we require. When you use a facsimile signature, you agree that you shall have the sole responsibility for ensuring the security of the facsimile signature, and you bear the entire risk for unauthorized use thereof, whether or not you are negligent, except where it may be required by law.

You agree that no facsimile signature we have been

authorized to honor may be considered a forgery or an unauthorized signature, and that such facsimile shall be effective as your signature or endorsement, whether or not you have been negligent. You further agree to indemnify us and hold us harmless from and against any and all losses, costs, damages, liabilities or exposures we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or automated signature or the device by which it is affixed.

Fees and Charges

You agree to pay the charges as shown on the **Schedule of Fees**, which is provided with these disclosures and posted on our website. Fees or charges incurred on your account will be deducted directly from the account balance. We will not be held liable for any items that are dishonored or any other debts that may occur from the deduction of charges as stated in this Agreement.

Interest Rates

Your account may earn interest at such a rate and compounding frequency as we disclose to you. We will not change the rate or Annual Percentage Yield on a time deposit prior to the next maturity date.

IRS Backup Withholding

If you do not provide us with your correct Tax Identification Number (Social Security Number or Employer Identification Number) and the required certification, or if we receive a notice from the Internal Revenue Service ("IRS"), the interest earned on your account may be subject to federal backup withholding at the IRS-mandated rate.

Levies, Garnishments, and Other Legal Processes

If your account becomes subject to legal action, such as a tax levy or third-party garnishment, we reserve the right to refuse to pay any money from your account, including checks or other items presented for payment, until the action is resolved. If we are required to pay an attachment, garnishment or tax levy, we are not liable to you. Payment is made after satisfying any fees, charges or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to a garnishment, levy or attachment on your account. We may charge these expenses to your account. Until we receive the appropriate court documents, we may continue to process transactions against your account, even if we have received an unofficial notification of an adverse claim. You will indemnify us for any losses if we do this.

Signature Cards

You will provide us with any Signature Cards and other documentation or information that we request in connection with a Deposit Account. Your failure to provide this information may result in federal backup withholding and prohibit transactions in which these documents are required for verification purposes. We may incorporate the Signature Card in the application for the account.

Financial Information

You agree to provide us with accurate and complete financial and other information we request in connection with a Deposit Account. Information concerning a Deposit Account may be reported to credit reporting agencies and will be made available when requested by proper legal procedures.

Personal Accounts

An account opened for personal use cannot be used for business purposes. If your personal account is identified as being used as a business account, it will be closed.

Account Closings

If you wish to close your Deposit Account with the Bank, you agree to notify us of this intention in writing. After a Deposit Account is closed, we have no obligation to accept deposits or pay outstanding items, but may do so at our discretion and any access device will no longer be active. You agree to hold us harmless for honoring or refusing to honor

any check, paper draft, or other item on a closed account. A Bank check for the balance in the account will be sent to the address on file within 14 business days of your final transaction and/or of receiving all required documentation for closing the account. All related closing fees as noted in our **Schedule of Fees** may be deducted from the final balance. If your balance is \$2.00 or less, the Bank will not send a check for the balance. The Bank reserves the right to close your account at any time.

Internal Accounting of Balances

The following is a summary of the functionality of your account. This is an explanation of how your account is structured and does not reflect any changes to your account functionality at this time. Your checking account will consist of two (2) "Sub-Accounts" on the books of the Bank: (1) either a demand deposit (non-interest-bearing) account or a NOW (interest-bearing) account; and (2) a savings deposit, as those terms are defined under federal law. The two will be treated as a single account for Customer use, and you will see no effect.

All deposits and other credits will be posted to, and checks and debits will be deducted from, the demand deposit or NOW account. Whenever the demand deposit or NOW account balance exceeds a "threshold amount" (which we may establish and change at our discretion), we may transfer funds above that amount to the savings deposit. As these funds are needed to pay items presented against your checking account, the appropriate amount will be transferred back to the demand deposit or NOW account, up to six (6) times per statement cycle. If a sixth transfer is needed, the entire balance of the savings deposit will be transferred into the demand deposit or NOW account. This process may be repeated each month.

For interest-bearing checking accounts, we will pay the same rate of interest on balances in both sub-accounts. Your periodic statement will show a single annual percentage yield earned on the combined balances.

Links to Other Websites

These terms and conditions, our website, and our affiliates' websites may contain links to third party websites (websites that are not controlled or offered by The Bancorp Bank). We hereby disclaim liability for any information, materials, products or services on any of the third party sites linked to by these terms and conditions, our website, or our affiliates' websites. By linking to a third party website, we do not endorse or recommend any products or services offered or information contained on that website, nor are we liable for any failure of products or services offered or advertised at those sites. Such third party websites may have privacy policies different from ours and each third party website may provide less security than we do on our sites.

DEPOSITS TO ACCOUNTS

Accepting Deposits

All items deposited will be handled by us as agent for you. If an item is sent by mail to the Bank for deposit, we will not consider it to be received until we have the actual item in our possession. For checks sent via mobile deposit, the check shall not be considered to have been received by the Bank until the Bank receives the valid electronic check image file. We have the right to refuse any deposit. We may not accept deposits in foreign funds or checks drawn on banks located outside of the United States. If we do accept a foreign deposit it may take up to 45 days to receive credit in your account. If we do choose to accept foreign checks, the items are subject to collection prior to being credited to your account.

We may disregard any information written or printed on a check other than the signature of the drawer, the identification of the bank on which the check is drawn, the name of the payee, and the electronically encoded routing information on the check.

The Bank reserves the right to reject a deposit if it is made payable to the Bank and contains no means to identify the account to which it should be credited.

Receipt of Deposits

All transactions received after our daily cut-off time on a business day we are open, or received on a day on which we are not open for business, will be treated and recorded as if received on the next business day that we are open. Saturday, Sunday and federal holidays are not considered business days. All checks, drafts and other items are conditionally credited to your account in U.S. dollars and are subject to our receipt of final payment for each item. We assume no responsibility for collections beyond the exercise of reasonable care. For deposited items, we are not responsible for the negligence of our correspondent banks or for the loss of "in transit" items.

Cash Deposits

Please do not send cash deposits through the mail. In the event that cash deposits are received, you agree that the Bank's determination of the amount of the deposit will be final. The Bank is not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by the Bank.

Direct Deposits

If we deposit any amount into your account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from your account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

If a direct deposit posts to your account and is later found to be made payable to someone other than yourself or another account owner listed in our records, the amount of the deposit will be deducted from your account and returned to the originator without prior notice to you.

Third-Party Checks

All checks deposited must be payable to you; the Bank will not accept third-party checks (including checks made payable to a business but submitted for deposit to your individual/joint account). Two-party checks may only be deposited into a joint account bearing both names. In the event the Bank receives and detects a third-party check, the Bank will not deposit the check into any account at the Bank. Third-party checks will be returned to you through the U.S. mail, and the Bank will not be liable for any checks that may become lost in the mail. If a check made payable to a third party is deposited to your account before we detect it, we may, without notice to you, debit your account and return the funds to you in the form of a Bank check. Third-party checks deposited through remote capture or mobile deposit (if available) may be rejected during processing. If we choose to allow a third-party check to be deposited, we do so at our discretion and will not be obligated to do so thereafter. The Bank reserves the right to reject a deposit if it is made payable to the Bank and contains no means to identify the account to which it should be credited.

Automated Clearing House Deposits

In order to transfer funds from an account that you own or have control of at another financial institution to your account at the Bank using the Automated Clearing House ("ACH") Funds Transfer service, the Bank may require additional documentation or verification before activating this service. ACH transactions will not be processed and accessible until the ACH service is activated by the Bank, upon receipt and review of the requested documentation or verification.

Endorsements

You will endorse any check or other item submitted for deposit exactly as it was made payable to you. You warrant that all endorsements on items deposited to your account are genuine. Any endorsement must be placed in the one-inch area starting at the left side on the back of an item and the remaining area on the back of the item may not contain any preprinted, stamped or handwritten information. If you fail to do this, you may be required to reimburse us for losses incurred. In the absence of endorsement, you authorize us to supply any missing endorsements if items are made payable to you or your order and you

have not endorsed them.

Deposited Items Returned

If final payment is not received on any item you deposited to your account, or if any direct deposit, ACH deposit or Electronic Fund Transfer to your account is returned to us for any reason, you agree to pay us the amount of the return. We may charge any account of which you are an owner, or re-present any item you deposit with us that is returned to us unpaid without prior notice to you. We may adjust any accrued interest on your account, and we may charge a fee for returned deposited items in accordance with our **Schedule of Fees**.

You authorize us to attempt collection of previously returned items that you deposited. In our attempts to collect these items, you agree that we may allow the payor bank (the bank on which the item is drawn) to hold the item beyond its midnight deadline. If an item you deposit is returned unpaid, you waive the requirement for notice of this return.

If a claim is made on any item subsequent to final payment on the grounds that the item was altered, bears a forged or unauthorized endorsement, or was not otherwise properly payable, we may withhold credit for the item from your account until final determination of the claim. In addition, we will not be liable for a check, draft or other item that you deposit that has been forged or altered in such a way that a reasonable person could not discover the forgery. The Bank may return or refuse to accept all or any part of a deposit or credit to an account at any time, and will not be liable to you for doing so, even if such action causes outstanding items to be dishonored and returned, or payment orders to be rejected. Refused deposits will be returned to you.

Disputes over Account Funds

The Bank may refuse to pay out any money from an account until it is documented to the Bank's satisfaction that any dispute over the deposits or funds (including, without limitation, any dispute over what persons are authorized to represent or act for the owner) has been resolved by a court or by agreement of the parties. The Bank may file an action to join in a court action with respect to any money where the Bank has been notified of disputed claims to that money. If any person asserts that a dispute exists, the Bank is not required to determine whether that dispute has merit in order to refuse to pay funds or interplead the funds. You agree to reimburse the Bank for any expenses, including legal and attorneys' fees, that the Bank incurs because of any dispute.

WITHDRAWALS FROM ACCOUNTS

General

Unless otherwise clearly indicated by the Bank, anyone who signs in the space designated for signatures on the Signature Card (which may be included on the application form itself), including authorized signers, may withdraw or transfer all or any part of the account balance at any time on forms approved by us or with your debit card. You authorize every person signing the Signature Card to endorse any item payable to you or your order for deposit to this account or to complete any other transaction with us, unless and until we receive written notice to the contrary. The Bank reserves the right to require at least seven (7) days notice prior to the withdrawal of your funds on interest bearing accounts.

The Bank may have additional requirements for specific withdrawal methods, such as wire transfers.

If your account has multiple signers, the Bank is only required to verify one of them to process the transaction.

The fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from available funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against unavailable funds,

even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted or that exceeds any frequency limitations. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close the account. We will use the date a transaction is completed by us (as opposed to the day you initiated it) to apply the frequency limitations.

Telephone Transfers

A transfer of funds from your account to another account with us by telephone, if otherwise permitted or arranged for, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

CHECKS

Check Presentment

We reserve the right to return unpaid any item presented for payment, check or otherwise, that is incompletely or defectively drawn. Fees may be assessed in accordance with our **Schedule of Fees**.

We reserve the right, without prior notice to you, to either pay or return any item presented for payment against insufficient or uncollected funds. In addition to the amount of the item, we may charge your account a fee for the payment or return of the item against insufficient or uncollected funds, in accordance with our **Schedule of Fees**.

You agree, immediately upon notice from us, to deposit funds sufficient to cover any overdraft plus applicable charges. If we choose to honor any debit item that overdraws the Deposit Account, we do so at our discretion and will not be obligated to do so thereafter.

Post-Dated Checks

A check may not be dated later than the date on which it was written (referred to as post-dated). Despite any notice we may receive, we may pay or return a check that is post-dated without prior notice to you. If we choose to return the check, your account may be charged a fee in accordance with our **Schedule of Fees**.

Stale-Dated Checks

Despite any notice we may receive, if a check is more than six (6) months old, we may pay or dishonor the check, at our discretion, without prior notice to you. If we choose to return the check, your Account may be charged a fee in accordance with the **Schedule of Fees**.

Special Conditions – Check Forms

We reserve the right to require that you use a check printer that meets the technical standards for checks that are acceptable to us for processing. If you obtain checks from a vendor other than one we specify, you are liable for any fraudulent checks that may be created due to limited security features or any other claim that may arise.

We reserve the right to disregard any information placed on the check other than the maker's signature, the payee, the amount, MICR encoding information and endorsements on the reverse side of the check. We cannot be held responsible for any returns or delays that arise from any markings or writing that is placed by you or another party (endorser) on the item.

If items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You accept sole responsibility for maintaining security over any device affixing the signature and agree to comply with our facsimile signature policies. Such signature will be effective as your signature regardless of whether the person affixing it was authorized to do so.

Stop-Payment Orders

You may stop payment on a check drawn on a checking account or money market account with us by notifying us by email, calling us toll-free, or writing to Account Services, 409 Silverside Road, Suite 105,

Wilmington, DE 19809, Attn: Customer Service. A stop-payment order must precisely identify the account number, the check number, the date and amount of the item, and the name of the payee. When you notify us, you must include all required information and provide us a reasonable opportunity to act for the stop-payment order to be effective. We will not be responsible if the check for which you requested a stop is not described accurately or has been previously certified or paid by us.

Stop-payment orders placed or renewed in writing shall be effective for six (6) months. The Bank may accept an order to extend the stop-payment for an additional six (6) months, provided the order is received in writing prior to the expiration of the prior six-month period. Oral or email requests not confirmed in writing to us after 14 days are not binding upon the Bank. An authorized signer must make a release of the stop-payment request in writing. Stop-payment orders may be subject to a fee in accordance with our Schedule of Fees. If we pay a check over your valid and timely stop order, we may re-credit your account. If we do this, you may sign a statement describing the dispute with the payee and transfer to the Bank all of your rights against the payee or other holder of the check. In addition, you will assist us in any legal action taken against the payee or other holder of the check.

ELECTRONIC CREDITS

Provisional Payment Disclosure

Credit given to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that the Bank is entitled to a refund of the amount credited to your account. The party paying you (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice Disclosure

Under the operating rules of the National Automated Clearing House Association ("NACHA"), which sets the rules for the ACH transactions regarding your account, we are not required to give next-day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide you.

Choice of Law Disclosure

We may accept on your behalf payments to your account that have been transmitted through one or more ACHs. These payments are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Delaware as provided by the operating rules of NACHA, which are applicable to ACH transactions involving your account.

Internet Gambling

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006, you cannot use your account or relationship with the Bank to accept credit, funds, instruments or other proceeds from another person in connection with unlawful Internet Gambling. When the Bank has "actual knowledge" of you participating in restricted transactions, the Bank may use its judgment to deny access to the bill payment feature and/or close your account.

ELECTRONIC FUND TRANSFERS AND RELATED DISCLOSURES FOR CONSUMER/PERSONAL ACCOUNTS

This section applies only to personal accounts and does not apply to business accounts.

Electronic Fund Transfer Disclosure

We presently offer many bank services that may be considered "Electronic Fund Transfers," including, but not limited to, ATM transactions through the NYCE[®], PLUS[®], Pulse[®] and STAR[®] networks; point-of-sale transactions; ACH transactions, including, but not limited to, direct deposits and preauthorized withdrawals; automated telephone transfers; and online transfers. This disclosure (as required by Federal Regulation E: Electronic Fund Transfer Act)

provides information that describes your rights and responsibilities regarding these services. The Electronic Fund Transfer services are services that we can provide, assuming that you specifically request and arrange them and qualify for the service.

Debit Card Transactions

Consistent with applicable law, you may use your debit card with your PIN to perform most routine transactions on the accounts that are accessible by your debit card.

You can use your debit card to:

- Make cash withdrawals (if applicable)
- Make deposits of cash, checks, or drafts
- Transfer funds among Bank accounts linked to the same card
- Obtain your most recently available account balance
- Pay for purchases at places that have agreed to accept the card

Some of the above services may not be available at all ATMs or locations.

If you are under the age of 18, you are not permitted to have an ATM or Debit Card in your name.

International ATM Transactions

Debit card international transactions are converted to U.S. currency according to the rules and regulations of the ATM network. The conversion of the currency to

U.S. currency may occur on a date other than your original transaction date and fees may be assessed by these networks. You are responsible for the U.S. currency amount plus any fees assessed for the currency conversion. Some services may not be available at international ATM terminals.

International ATM transactions may be subject to a fee in accordance with our **Schedule of Fees**.

ATM Deposits (If applicable)

Deposits made through an ATM are posted to your account according to the terms and conditions of your account as outlined in this Agreement and our Truth in Savings Disclosures. Your funds will become available for your use in accordance with the schedule outlined in our Funds Availability Policy disclosure. Not all ATM terminals accept deposits.

Credit for each deposit made at an ATM is subject to verification of each item deposited in accordance with applicable law. Additional delays may occur resulting in a total of nine (9) business days delayed if the Bank believes the verification process will take additional time and has reason to doubt the validity of a deposit. You will be notified if there is an additional delay in the availability.

Debit Card Point-of-Sale Transactions

Consistent with applicable law, you may use your debit card to purchase goods and services and/or obtain cash where permitted by the merchant, from any merchant who accepts Visa[®] Check Card. The merchant may require your signature instead of your PIN to authorize the purchase request. You may also use your debit card with your PIN at any merchant location where ATM cards are accepted to purchase goods, services, and/or obtain cash where permitted by the merchant. The amount of all purchases, including any cash obtained, will be deducted from your checking account.

When you make a purchase through the Card network, we may place a hold on the funds in your checking account in the amount that may be necessary to cover the amount of the transaction. (Please see Preauthorization Holds for additional information.)

The daily limit for use of your debit card is \$1500.

Electronic Check Conversion

You may authorize a merchant or other payee to make a one-time electronic payment from your

checking account using information from your check to:

- Pay for purchases.
- Pay bills.

Limitations on Frequency of ATM Transactions and Cash Withdrawal Limits (If applicable)

Frequency-of-use limitations are imposed on ATM transactions for security reasons and for the protection of your account. They are not disclosed for this reason and may be changed at any time. You will be denied the use of your debit card if:

- You exceed the daily withdrawal or purchase limit;
- You do not have sufficient available funds in your account;
- You do not enter your correct PIN; or
- You exceed the limit on the number of times you can use your card each day.

The receipt provided by the ATM or merchant terminal will notify you of the denial. There is a limit on the number of such denials permitted, beyond which the machine may retain your debit card. The number of attempts that will cause the retention of your debit card is also not disclosed for security reasons.

Debit Card Transactions and Daily Limits

Consistent with applicable law, you may use your debit card to purchase goods and services and/or obtain cash where permitted by the merchant, from any merchant who accepts Visa[®] Debit Card. The merchant may require your signature instead of your PIN to authorize the purchase request. You may also use your debit card with your PIN at any merchant location where ATM cards are accepted to purchase goods and services and/or obtain cash where permitted by the merchant. The amount of all purchases, including any cash obtained, will be deducted from your Health Savings account.

If you use your debit 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 debit card. You may not use your debit card for online gambling or any illegal transaction.

When you make a purchase through the debit card network, we may place a hold on the funds in your checking account that may be necessary to cover the amount of the transaction. (Please see "Preauthorization Holds," below, for additional information.)

Rules of Card Association (Visa)

If you report the loss or theft of your Visa debit card within two (2) business days of when you discover the loss or theft of the card, and you have not been grossly negligent or have not engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen debit card, when used for signature-based point-of-sale transactions. If you do not advise us within two (2) business days, your liability is the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized use before notification to us.

Processing Procedures – Visa Debit Card

If you have a Visa debit card, new procedures are in effect that may impact you when you use your card at certain merchants. In the past, transactions were processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or a transaction processed by another network listed on the back of your card. Merchants are responsible for providing you with a clear way of choosing to make a Visa debit transaction, if they support the option.

If a network other than Visa is used when making a transaction without a PIN, different terms may apply. Certain protections and rights described in this Agreement are applicable only to Visa debit transactions and do not apply to transactions processed by another network.

Preauthorization Holds

When your debit card or other network enhancement feature related to the card is used at a point-of-sale location to obtain goods or services or obtain cash, the merchant may attempt to obtain preauthorization from us for the transaction. We place a 10-business-day hold on your account for the amount of the preauthorization request, which may vary in some cases from the amount of the actual purchase, depending on the merchant's request. If the preauthorization request varies from the amount of the actual transaction, payment of the transaction may not remove the hold, which will remain on the account until the end of the tenth business day. This hold may affect the availability of funds from your checking account to pay checks or for other Electronic Fund Transfers. We will not be responsible for damages for wrongful dishonor of any items that are not paid because of the hold.

Preauthorized Debits or Credits

You may arrange to have certain recurring payments automatically deposited (credited) to your account.

Examples of this service include the direct deposit of Social Security and other government payments, and the direct deposit of your payroll.

You may arrange to have certain recurring withdrawals automatically paid (debited) from your account. For example, you may arrange to have insurance premiums paid automatically.

These preauthorized transfers are governed by federal regulations pertaining to Electronic Fund Transfer services that entitle you to certain protections. Requests for these services must be authorized by you, in writing, to the Originator of the transaction prior to becoming effective.

Right to Stop Payments and Preauthorized Electronic Payments and How to Do So

If you want to permanently revoke a recurring preauthorized electronic transfer you authorized from a third party, you will need to first send written instructions to the originating third party to cancel your preauthorized transfer.

If you have authorized regular payments out of your account, you can stop any of these payments by notifying our Customer Service Center by telephone or email, or by writing to us at the address below. If you notify us by telephone, you may be required to confirm the information provided by writing to us at the following address:

Account Services
Attn: Stop Payment ACH
409 Silverside Road, Suite 105
Wilmington, DE 19809

Your request must include your account number, the name of the payee, the amount of the item to be stopped, and the date payment was scheduled to be made. This request needs to be received by us three (3) or more business days before the payment is scheduled to be made. If your request is by telephone or email, we may also require you to put your request in writing and ensure that it is received by us within 14 days after your call or email. A stop-payment fee may be charged for each stop-payment and renewal order you request in accordance with our Schedule of Fees.

You are subject to the general rules of Stop-Payment Orders in this Agreement.

Stop-Payment Liability

If you order us to stop payment on any preauthorized transfer according to the requirements above and we fail to do so, we will be liable for your proven loss or damages, unless:

- You failed to give us enough information, proper instructions or sufficient time to act on the stop-payment; or
- We do not receive written confirmation of your telephone or email request to stop payment within 14 calendar days, and the preauthorized transfer occurs after the 14 calendar days.

In any case, we will only be liable for actual proven

damages if the failure to make your transaction resulted from a bona fide error on our part, despite our procedures to avoid such errors. If we pay a preauthorized transfer over your valid and timely stop order, we may re-credit your account. If we do this, you will sign a statement describing the dispute with the payee. You agree to transfer to us all of your rights against the payee. In addition, you will assist us in any legal action taken against the payee. In addition, if you want to permanently revoke a recurring preauthorized electronic transfer, you will need to first send written instructions to the originating third party to cancel your preauthorized transfer. We may ask you to provide us with a copy of your letter to the originating third party and sign an Affidavit of "Authorization Revoked/Stop All Payments" request with us.

Notice of Varying Amounts

If authorized regular payments may vary in amount, the third party you are paying will provide the payment amount at least 10 days before each payment, along with the payment date.

Electronic Check Conversion

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchases
- Pay bills

Our Liability for Failure to Complete an Electronic Fund Transfer

If we fail to complete an Electronic Fund Transfer transaction on time or in the correct amount when properly instructed by you, we will be liable for damages caused by our failure unless:

1. There are insufficient funds in your account to complete the transaction through no fault of ours. A fee may be charged in accordance with our **Schedule of Fees**;
2. The funds in your account are unavailable. A fee may be charged in accordance with our **Schedule of Fees**;
3. The funds in your account are subject to legal process;
4. The transaction you request would exceed the funds in your account plus any available overdraft credit. A fee may be charged in accordance with our **Schedule of Fees**;
5. The ATM system has insufficient cash to complete the transaction;
6. Your card has been reported lost or stolen and you are using the reported card;
7. We have a reason to believe that the transaction requested is unauthorized;
8. The failure is due to an equipment breakdown that you knew about when you started the transaction at an ATM or merchant terminal;
9. You attempt to complete a transaction at an ATM or merchant terminal that is not a permissible transaction listed above; or
10. The transaction would exceed security limitations on the use of your debit card.

In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from an honest error despite our procedures to avoid such errors.

Fees and Charges

You will pay any applicable fees and charges we assess for your Card services and/or other electronic services that you select. Applicable fees will be deducted from your account and listed on your account statement. These charges and fees are assessed in accordance with our **Schedule of Fees**.

We charge a fee to use your Card internationally unless it is at a STARsSM ATM, or to make a point-of-sale purchase.

You will be charged a foreign transaction fee for point-of-sale purchases made internationally. The terminal owner may also charge you a fee for use of their ATM. You may, however, be assessed a fee

by the card association, for example Visa or MasterCard, for using your Card at an ATM or making a point-of-sale purchase.

Unauthorized Transfers

Tell us AT ONCE if you believe your debit card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your debit card and/or PIN, you can lose no more than \$50 if someone used your debit card and/or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your debit card and/or PIN, and we can prove we could have stopped someone from using your debit card and/or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

You may be required to confirm the information provided over the phone in writing, by writing to us at the following address:

Electronic Card Services
409 Silverside Road, Suite 105
Wilmington, DE 19809

Debit Card Revocation

You agree that your debit card remains the property of the Bank, shall be surrendered upon demand, and may be revoked or cancelled at any time.

If you do not use your debit card for six (6) consecutive months, it may be cancelled for security reasons and will be unusable. This may occur without prior notice to you.

If your card is reissued or reactivated, a fee may be assessed for its reissue in accordance with our **Schedule of Fees**.

Business Days

For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included.

Types of Electronic Fund Transfer Services Offered

Not all services offered are applicable to every account. For questions about your particular account and the availability of Electronic Fund Transfer services, including Overdraft Protection and ACH, debit card, and telephone and online transfer features, please contact our Customer Service Department.

PIN and Passwords

Your PIN and passwords are identification methods that are both personal and confidential. You are required to use your PIN with your debit card at an ATM or merchant terminal. It is a security method by which we help you maintain the security of your account. Your passwords are another security method that maintains the security of your account and the transactions you process online.

Therefore, you agree to take all reasonable precautions to protect the confidentiality of your PIN, passwords, and/or other access device. As such, you agree that you will not reveal your password, PIN, or any other access device, to any person not authorized by you to use your debit card; not write your PIN or password on your card or on any item kept with your debit card; and not leave a computer or mobile device unattended after you have logged on using your password.

DOCUMENTATION

Confirmation of Preauthorized Credits

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 800.545.0289 or check online to find out whether or not the deposit has been made.

Periodic Statements

You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).

Confidentiality

We will disclose information about your account or the transactions you make to third parties:

1. Where it is necessary to complete transactions;
2. To verify the existence and standing of your account with us upon the request of a third party, such as a credit bureau or merchant;
3. In accordance with your written permission;
4. In order to comply with court, governmental, or administrative agency summonses, subpoenas or orders; and
5. On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

Errors or Questions and How to Contact Us

In case of errors or questions about your Electronic Fund Transfers, you agree to promptly contact our Customer Service Center by telephone or email. You may be required to confirm the information provided by writing to us at the following address within 10 business days:

Account Services
Attn: Electronic Card Services
409 Silverside Road, Suite 105
Wilmington, DE 19809
Phone: 800.545.0289

If you believe an Electronic Fund Transfer transaction was processed in error or was unauthorized, or if you need more information about a transfer listed on your statement or receipt, you must contact the Bank no later than 60 days after the problem or error first appeared on your statement.

In your communication with us, please provide the following information:

- The account name, account number, and debit card number, if applicable;
- A description of the suspected error or the transfer about which you are unsure, why you believe there is an error, or why you need more information;
- The dollar amount of the suspected error; and
- The date of the suspected error.

When we receive your error notification, we will report to you on the status of our investigation within 10 business days. In all cases, we will correct any error promptly.

If we need more time to investigate your question or complaint, we may take up to 45 calendar days for ATM transactions (other than international transactions), Telephone Banking transactions and ACH transactions. For errors involving new accounts within 30 days after the first deposit, point-of-sale transactions or foreign-initiated transactions, we may take up to 90 calendar days to investigate your complaint or question. If this is necessary, we will provisionally credit your account for the amount you believe is in error within 10 business days of your original complaint or question, so that you will have the use of the money during the time it takes us to complete our investigation. If we do not receive your written confirmation of your questions or complaint within 10 business days, we may decide not to provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to

credit your account for the amount you think is in error.

We will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation. If provisional credit was given and it is determined that there was no error, you must repay to us the amount of the provisional credit for the disputed item(s). You will have access to those funds for five (5) business days, and then we may deduct such amounts from your account without further notice.

FUNDS TRANSFER SERVICE

"Funds Transfer" is an electronic transfer service provided by the Bank that allows you to securely transfer funds from an account at another financial institution or credit card to your account with us, and/or from your account with us to an account at another financial institution. Prior to use, you are required to register your external bank account and credit card for verification and security purposes. Once your Funds Transfer service is active, please refer to the Funds Availability schedule to see when your Funds will be available for your use in your account.

By using the Funds Transfer service, you agree that the Bank will transfer funds through ACH services and that the transaction is subject to completion upon our final review and verification. You agree that such requests constitute authorization for such transfers.

This authorization is to remain in full force until the Bank has received written notification from you of its termination, you have electronically deleted a registered bank account or credit card from the Funds Transfer service, or you have electronically cancelled an account and/or transfers from the Funds Transfer service in such time and in such manner as to afford the Bank and the other financial institution a reasonable opportunity to act on it.

This service may be subject to a fee in accordance with our **Schedule of Fees**. This service may not be available for all account types. Please contact our Customer Service Department for information on availability.

By using the Funds Transfer service, you are certifying that the credit cards used to transfer from, and the registered external accounts that you transfer funds to and from, are under the same ownership as the account with us. In the event that the accounts are not titled the same or ownership among the transferring accounts changes, you will indemnify us for any losses incurred as a result of any transaction you initiate between these accounts that is later returned or is reported unauthorized. If any transfer you initiate is found to be unverifiable or cannot be completed for other reasons, you agree to hold us harmless for any loss resulting from the incomplete transfer. If a transfer is made from a third-party's account or registered as an external deposit account, before we detect it, we may without notice to you, place those funds on hold and debit your account, and return the funds to the third-party's account in the form of a bank check or funds transfer, once we have confirmed the funds cleared the external account.

If you use the Funds Transfer service to transfer funds to or from an account that has multiple signers, you agree that each signer authorizes the other signers to

- (a) initiate the transfer of funds between your accounts with us, as permitted by the Funds Transfer service,
- (b) register any external bank account or credit card, as permitted by the Funds Transfer service, and (c) initiate the transfer of funds between your account(s) with us and any registered external bank account or credit card. This authority will cease only after we have received and have been given a reasonable amount of time to act on the appropriate documentation needed to change or remove the existing signers from the account. Each of the signers agrees to be jointly and severally liable to the Bank

for any losses incurred as a result of the improper use of this service up to and including the transfer amount, any applicable fees and any legal expenses. Your Funds Transfer request will only be completed if you have sufficient funds in the account from which you wish to transfer funds and the accounts are linked for transfer capabilities. Funds Transfer transactions are subject to dollar amount limitations, which are determined by us and may be set according to your Account type and/or the type of Funds Transfer service you are using. These limitations are set for security reasons and are not disclosed for that reason.

The Bank reserves the right to limit the number of external accounts that can be linked to your account for purposes of transferring funds; to limit functionality of the Funds Transfer service by imposing limits, holds, or other measures; and to close your account if unlawful activity is found or suspected.

OVERDRAFT PROTECTION THROUGH AUTOMATIC TRANSFERS

General Information

You may elect to have overdraft protection through automatic transfers from one or more designated Savings, Money Market, or Line of Credit accounts by calling customer service. The designated account is known as a donor account. Your designated donor account will be used to prevent overdrafts in your selected checking account that may be caused by the following debit transactions: checks drawn on your account, pre-authorized electronic deductions, ACH, fees we charge, and other debit transactions you have selected for your account.

The amount transferred from your donor account will depend upon the amount of the debit transactions presented against insufficient funds and upon the available balance in the donor account. If the amount of available funds in your donor account exceeds the amount of debit transactions presented, then we will transfer the exact amount necessary from your donor account to cover all items presented. If the amount of debit transactions presented exceeds the amount of available funds in your donor account, then we will transfer the amount needed to pay the checks and other debit transactions that we can. Any remaining debit transactions will overdraw your account and may be paid or returned at our discretion and without prior notification. A fee will be assessed for any other debit transactions that overdraw your account in accordance with our **Schedule of Fees**.

Joint Accounts

When you elect to use a Line of Credit or deposit account as your donor account, and ownership is different from your checking account, you agree that all joint signers on the checking account may process transactions that overdraw the account prompting a transfer of funds from your donor account. You agree that you will hold the bank harmless for any transfer from your donor account and further agree that you will be liable for all amounts owed on your donor account, when the donor account is a Line of Credit account, even if you did not originate or gain benefit from the transaction that instigated the transfer from your donor account.

Lines of Credit

If you select a Line of Credit account as your donor account, funds will be transferred in accordance with the terms and conditions of your Line of Credit Loan Note. A transfer will only occur if you have sufficient available funds in the Line of Credit account. You agree not to exceed the available credit limit we set for the account. If your Line of Credit account is 20 days or more delinquent, a transfer will not occur and fees will be charged for any overdrawn item in accordance with our **Schedule of Fees**. Please refer to your Line of Credit Note for applicable interest and fees that will be charged in the event that an overdraft transfer occurs.

Automated Telephone Banking and Transfer Service

You may access your account through our Automated Telephone Banking and Transfer Service by using a touch-tone telephone, your account number and your Telephone Banking PIN. Your account number and PIN act as your signature to authorize any requested transactions through the Telephone Banking service.

- Obtain current account balances and transaction information for Checking, Savings, Money Market, and Loan or Line of Credit Accounts
- Transfer funds among Checking, Savings, and Money Market Accounts
- Transfer funds from a Checking, Savings, or Money Market Account to make a Loan or Line of Credit Payment
- Change your Automated Telephone Banking PIN

For transfer transactions, your request will only be completed if you have sufficient funds in the account from which you wish to transfer funds, the accounts are linked for transfer capabilities, and the Telephone Banking PINs on both accounts are identical. Transfers are limited to \$10,000 or less. Transfer requests made after 4:00 p.m. (EST) on a business day, or anytime on a non-business day, may not be completed until the following business day.

Internet Banking and Transfer Services

You may access your account through our Internet Banking and Transfer Services by entering your user ID and password. Your user ID and password act as your signature to authorize any requested transactions through the Internet Banking service.

You may use our Internet Banking service to:

- Obtain current account balances for checking, savings, money market, loan and line of credit accounts
- Obtain transaction information for checking, savings, money market accounts
- Transfer funds among checking, savings and money market accounts
- Obtain statements and check images
- Pay bills using our optional E-Bill Payment Services (fees may be assessed in accordance with our **Schedule of Fees**)
- Transfer funds from a line of credit to a checking, savings or money market account
- Make a loan payment from a checking, savings or money market account

For transfer transactions, your request will only be completed if you have sufficient funds in the account from which you wish to transfer funds and the accounts are linked for transfer capabilities. Dollar limitations may be set according to the account type and/or the type of online transfer service you are utilizing to transfer funds. These limitations are set for security reasons and are not disclosed for that reason. Transfers may be delayed based on the time of transaction and the type of transfer service you are utilizing to process the transfer.

If you have not logged on to view your account(s) for a period of at least 90 days, your Internet Banking services may be suspended without prior notice to you. If your Internet Banking services are suspended and you are a registered Bill Payment user, your Bill Payment services will also be suspended. To avoid an interruption to your Internet Banking and Bill Payment services, please log on to view your account(s) online at least once every 90 days.

EXPEDITED FUNDS AVAILABILITY

Funds Availability Policy

Information contained in this section is to assist you in understanding our Funds Availability Policy. All deposits into accounts opened through the Bank are processed at a Bank processing facility. The Bank does not accept in-person deposits at its loan offices, but it does accept deposits in person at its headquarters in Wilmington, Delaware.

General Policy

The Bank's policy is to review each deposit and determine how the funds are being deposited. We make the funds available according to the type of deposit and when the funds are applied, or credited, to your account. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your account, you may not withdraw those funds, and we will not use them to pay any checks or other debits, such as ACH withdrawals or wire transfers, during the hold period. We have the right to refuse any

deposit.

If final payment is not received on any item you deposited to your account, or if any direct deposit, ACH deposit or Electronic Fund Transfer to your account is returned to us for any reason, you agree to pay us the amount of the return, plus any fee in accordance with our **Schedule of Fees**.

Availability

The length of delay in the availability of funds varies depending on the type of deposit. Special rules may apply to new accounts.

Business Days

The length of delay in the availability of funds is counted in business days from the day your deposit is applied to your account. For purposes of determining the availability of your deposits, every day is a "business day" except Saturday, Sundays and federal holidays. If you make a deposit before 3:00 p.m. (ET) on a business day, we will consider that day to be the day of your deposit. Any deposits received by us after that time will be considered made on the next business day we are open.

Same-Day Availability

Funds from wire transfers, online transfers between accounts at the Bank (both accounts must be at The Bancorp Bank), preauthorized electronic payments such as payroll direct deposits, or other preauthorized electronic payments will be available on the day the deposit is applied to your account.

Funds from Customer-initiated credit card and Customer-initiated electronic payments will be applied to the account when the Bank has verified the external account and received payment in collected funds.

Once the funds are applied to the account, they will have same-day availability.

Next-Day Availability

Funds are available on the first business day after the day of deposit for:

- Cash (however, please do not send cash deposits through the mail)
- Checks drawn on the Bank
- U.S. Treasury Checks

Second-Day Availability

Funds are available on the second business day after the day of deposit for:

- Other checks drawn on a bank in the United States, including:
 - Personal and Business Checks
 - State and Local Government Checks
 - Treasurer's/Cashier's Checks
 - Certified Checks
 - Federal Reserve Bank Checks
 - Federal Home Loan Bank Checks
 - U.S. Postal Service Money Orders

Check deposits

The first \$200.00 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, assuming no federal holidays during the week, if you deposit another check of \$700.00 on a Monday, \$200.00 of the deposit is available on Tuesday. The remaining \$500.00 is available on Wednesday.

ATM Deposits (If applicable)

Cash, checks and other items deposited at an ATM will be available on the fifth business day after the deposit is applied to your account.

Credit for each deposit made at an ATM is subject to verification of each item deposited in accordance with applicable law.

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000

on any one day.

- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

If you need to be sure when a particular deposit will be available for withdrawal, please contact Customer Care.

Special Rules for New Accounts

These special rules will apply during the first 30 days of any new account you open:

- Funds from wire transfers or ACH direct deposits will be available on the second business day after the deposit is applied to your account.
- The first \$5,000 of a day's total deposits of cashier's checks will be available on the first business day after the deposit is applied to your account if the deposit meets certain conditions:
 - The checks must be payable to you.
 - You must use a special deposit slip.
 - The deposit must be presented in person to an employee of the Bank.
- The excess over \$5,000 will be available on the ninth business day after the day of your deposit.
- If your deposit of cashier's checks does not meet the above criteria, then the first \$5,000 will not be available until the second business day after the day of your deposit. The excess over \$5,000 will be available on the ninth business day after the deposit is applied to your account.
- Funds from all other check deposits will be available on the ninth business day after the deposit is applied to your account.

CANCELLED AND SUBSTITUTE CHECKS (CHECK 21)

As banks are beginning to process checks electronically, we are required by law to provide the notices in this section which explain the difference between your original check and a substitute check, and certain rights regarding substitute checks.

Cancelled Checks

Your cancelled checks may not be returned to you with your monthly statement. If permitted, your cancelled checks may be available to you online for a limited period of time, typically limited to 60 days after the statement in which the check appears is made available. Images of cancelled checks will be made available to you at your request. Fees may be assessed in accordance with our **Schedule of Fees**. Our liability, if any, for failure to make an image of a cancelled check available to you will not exceed the amount of the check.

Substitute Checks

Some or all of the check image copies that you receive back from us upon request may be substitute checks. This notice describes the rights you have when you receive substitute checks from us. The rights in this section do not apply to original checks or to electronic debits to your account.

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." A substitute check may be used as proof of payment just like the original check.

Rights Regarding Substitute Checks

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn

from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, we may provide you provisional credit up to \$2,500 of your refund (plus interest, if your account earns interest) within 10 business days after we received your claim, and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim.

If provisional credit was given and it is determined that there was no error, you must repay to us the amount of the provisional credit for the disputed item(s), and we may deduct such amounts from your account without further notice.

Errors or Questions Regarding Substitute Checks

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, you agree to promptly contact our Customer Service Center by telephone or by email. You may be required to confirm the information provided by writing to us at the following address within 10 business days:

Account Services
409 Silverside Road, Suite 105
Wilmington, DE 19809

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check and the amount of the check.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

When we receive your error notification, we will report to you on the status of our investigation. In all cases, we will correct any error promptly. If we need more time to investigate your question or complaint, we may take up to 45 calendar days to complete our investigation.

Health Savings Account (HSA) DISCLOSURE

This Agreement is made between the Bank and the individual (the "Depositor") who signs the application and signature card or other documents. The Depositor is establishing a Health Savings Account under section 223 (click here to view Section 223) of the Internal Revenue Code to provide for his or her uninsured medical expenses. Depositor acknowledges receipt via the web of the accompanying Disclosure Statement.

The Depositor and The Bancorp Bank (the "Custodian") make the following agreement:

ARTICLE I:

The Custodian may accept additional cash contributions on behalf of the depositor to the Health Savings Account for a tax year of the Depositor. The total cash contributions are limited by the state or federal law. The Depositor shall have sole responsibility for insuring that these limits are not

exceeded.

ARTICLE II:

1. This Custodial account is created exclusively for the purpose of paying the qualified medical expenses of the Depositor as required by law. The Depositor shall have the sole responsibility for insuring that all withdrawals from the HSA comply with this requirement and that the Depositor's activities in connection with the custodial account are not otherwise in violation of state or federal law. Any taxes, interest or penalties incurred for Depositor's violation of this responsibility shall be the sole obligation of the Depositor.
2. Funds held in the custodial account may be withdrawn by the Depositor at any time by the use of the debit card or checks issued to the Depositor for the custodial account. The Depositor's interest in the balance in the custodial account is non- forfeitable.
3. Upon the death of the Depositor, all rights, title, and interest in and to the custodial account shall vest in the successor(s) designated on the Application, or if all of them shall predecease the Depositor, then in the Depositor's estate.

ARTICLE III:

The Custodian agrees to submit reports to the Internal Revenue Service and the Account Holder as prescribed by law.

ARTICLE IV:

The Depositor agrees to provide the Custodian with information necessary for the Custodian to prepare any reports required by law.

1. The Custodian agrees to submit reports to the Internal Revenue Service and the Depositor prescribed by the Internal Revenue Service.

ARTICLE V:

This Agreement will be amended from time to time to comply with the provisions of the Code and related regulations. Other amendments may be made with the consent of the HSA Holder and the Custodian whose signatures appear on the Application.

ARTICLE VI:

6.1 Definitions:

In this part of this Agreement (Article VI), the words "you" and "your" mean the Depositor. The Depositor is the person who establishes the Custodial account. The words "we", "us" and "our" mean the Custodian. The Custodian must be a bank or savings and loan association, as defined in Section 408(n), or other person who has the approval of the IRS to act as Custodian. The word "Code" means the Internal Revenue Code.

6.2 Notices and Change of Address

Any required notice regarding this HSA will be considered effective when we mail it to the last address of the intended recipient which we have in our records or email to the email address noted on our systems. Any notice to be given to us will be considered effective when we actually receive it. You must notify us of any change of address in accordance with the Website Agreement.

6.3 Representations and Responsibilities

You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you give us, or action you take will be proper under this Agreement and that we are entitled to rely upon any such information or directions. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act and you agree to reimburse us for any losses we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with your HSA. We have no duty to determine whether your contributions or distributions comply with the Code, regulations, rulings or this Agreement.

6.4 Service Fees

We have the right to charge an annual or monthly service fee or other designated fees (for example, a transfer, withdrawal or termination fee) for maintaining your HSA in accordance with the Schedule of Fees. In addition, we have the right to be reimbursed for all reasonable expenses we incur in connection with the administration of your HSA. We may charge you separately for any fees or expenses or we may deduct the amount of the fees or expenses from the assets in your HSA at our discretion. We reserve the right to charge any additional fee upon 30 days notice to you that the fee will be effective.

6.5 Account Type:

Any account type which you select for your HSA shall be subject to any and all restrictions or limitations, direct or indirect, which are imposed by or flow from the bylaws of our organization and all Federal and State laws and regulations which apply to us.

6.6 Beneficiaries

You may designate one or more person or entity as beneficiary of your HSA. This designation can only be made on a form prescribed by us and it will only be effective when it is filed with us during your lifetime. Unless specified otherwise in writing by you, each beneficiary designation you file with us will cancel all previous ones. The consent of a beneficiary shall not be required for you to revoke a beneficiary designation. If you do not designate a beneficiary, your estate will be the beneficiary.

6.7 Notice of Errors

The Depositor agrees to notify the custodian in writing of any errors within 48 hours of becoming aware of such error, but no later than 60 days after receiving any tax report. The Depositor agrees to allow the Custodian ample time to review the depositor's claim and resolve any errors. The Custodian agrees to submit modified reports to the Internal Revenue Service and the Depositor in accordance with the Internal Revenue Service guidelines in the event that an error occurs.

The Custodian reserves the right to refuse to make modifications to an account if an error is not reported within 18 months from the close of the tax year in which the transaction occurred.

6.8 Termination

Either party may terminate this Agreement at any time by giving written notice to the other. We can resign as Custodian at any time effective 30 days after we mail written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your HSA to another financial organization. If you do not complete a transfer of your HSA within 30 days from the date we mail the notice to you, we have the right to transfer your HSA assets to a successor HSA custodian or trustee that we choose at our sole discretion or we may pay your HSA to you in a single sum. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this Section.

If this Agreement is terminated, we may hold back from your HSA a reasonable amount of money that we believe is necessary to cover any one or more of the following:

- Any fees, expenses or taxes chargeable against your HSA;
- Any penalties associated with the early withdrawal of any savings instrument or other investment in your HSA.

If our organization is merged with another organization (or comes under the control of any Federal or State agency) or if our entire organization (or any portion which includes your HSA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your HSA, but only if it is the type of organization authorized

to serve as an HSA trustee or custodian. If we are required to comply with Section 1.401-12(n) of the Treasury Regulations and we fail to do so, or we are not keeping the records, making the returns or sending the statements as are required by forms or regulations, the

IRS may, after notifying you, require you to substitute another custodian or trustee.

6.9 Amendments:

We have the right to amend this Agreement at any time. Any amendment we make to comply with the Code and related regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we mail the amendment, you notify us in writing that you do not consent.

6.10 Withdrawals

Any withdrawals shall be subject to all applicable tax and other laws and regulations including possible early withdrawal penalties and withholding requirements.

6.11 Transfers From Other Plans

We can receive amounts transferred to this HSA from the custodian or trustee of another HSA. However, we also reserve the right not to accept any transfer.

6.12 Liquidation of Assets

We have the right to liquidate assets in your HSA if necessary to make distributions or to pay fees, expenses or taxes properly chargeable against your HSA. If you fail to direct us as to which assets to liquidate, we will decide in our complete and sole discretion and you agree not to hold us liable for any adverse consequences that result from our decision.

6.13 Restrictions On The Fund

Neither you nor any beneficiary may sell, transfer or pledge any interest in your HSA in any manner whatsoever, except as provided by law or this Agreement. The assets in your HSA shall not be responsible for the debts, contracts or torts of any person entitled to distributions under this Agreement.

6.14 What Law Applies

This Agreement is subject to all applicable Federal and State laws and regulations. If it is necessary to apply any State law to interpret and administer this Agreement, the law of the State of Delaware shall govern.

If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither you nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

6.15 We work with several parties to provide account services to you. These may include your employer, health insurance carrier or third party administrator. In order that those parties may make deposits to your account on your behalf we may share non-public account information with them as appropriate. Please rest assured that all customer information is kept in the strictest confidence, unless required by law to be disclosed.

If your employer is submitting funding on your behalf, we will disclose to them your account number in order to facilitate deposits into your account.

We shall not be liable to you for any losses, damages, costs, penalties or expenses you incur as a result of your employer's failure to make the contributions to your HSA required under your employer's health plan. We are not responsible for monitoring your employer's contributions to your HSA or notifying you of your employer's contributions. You are responsible for contacting your employer regarding its contributions and monitoring those contributions. We will provide monthly statements to you online.

We shall not be liable to you for any statements, representations, actions or inactions of any insurance agent or agency that sold you an insurance plan in connection with your HSA. The insurance agent or agency is not our partner, agent, affiliate, representative or co-venturer.

DISPUTE RESOLUTION: ARBITRATION

Purpose

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

Definitions

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

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Issuer, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any account (including, but not limited to, merchants who accept the debit card tied to the account, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you.

As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use the account, including, but not limited to, all persons or entities contractually obligated under any of the Agreements and all additional authorized users.

Initiation of Arbitration Proceeding/Selection of Administrator

Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator.

For a copy of the procedures, to file a Claim, or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614 (www.jamsadr.com); or (ii) AAA at 335 Madison Avenue, New York, NY 10017 (www.adr.org).

Significance of Arbitration

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

Restrictions on Arbitration

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

Location of Arbitration/Payment of Fees

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

Arbitration Procedures

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence.

Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within 15 days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within 20 days of the objecting party's submission.

The arbitrator shall take reasonable steps to preserve the privacy of individuals and business matters.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel

administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have 30 days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel that will conduct arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

Continuation

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

Banking services provided by The Bancorp Bank.  MEMBER FDIC