CARDHOLDER AGREEMENT
IMPORTANT – PLEASE READ CAREFULLY
IMPORTANT – BE SURE TO PROVIDE THE GIFT CARD RECIPIENT THIS CARDHOLDER AGREEMENT.

Terms and Conditions/Definitions for the Do It Yourself Home Improvement Gift Card

This Cardholder Agreement ("Agreement") constitutes the agreement between you, The Bancorp Bank, Wilmington, Delaware ("The Bancorp Bank" or "Issuer"), ITCFinancial Licenses, Inc., and IHFinancial Licenses, Inc., outlining the terms and conditions under which the Do It Yourself Home Improvement Gift Card Account ("Account") may be opened with The Bancorp Bank. The Agreement sets forth the terms and conditions under which any funds loaded into the Account will be debited for purchases at authorized merchants and for any fees, charges, and other amounts assessed for use of the Card. The Agreement also applies to Authorized Card Users and Secondary Cardholders. THIS AGREEMENT CONSTITUTES THE AGREEMENT BETWEEN YOU AND THE ISSUER, WHETHER YOU ACCEPT IT OR NOT. YOU ARE NOT REQUIRED TO ACCEPT IT TO OPEN THE ACCOUNT OR USE THE CARD. IT IS REQUIRED TO OPEN THE ACCOUNT OR USE THE CARD.

1. Card Activation

Your Card will be activated upon purchase. You will have access to your funds and may begin using the Card within twenty-four (24) hours after purchase.

2. Authorized Card Users

You may open an Account to use exclusively to receive a Gift Card or a Card from the Issuer. Authorized Card Users may have a Card issued to them. If you are under the age of majority in your state of residence, you can become an authorized user of the Card.

3. Secondary Cardholder

Authorized Card Users may add a Secondary Cardholder to their Account. The Account and the Card are owned by the Authorized Card User, and you can become an authorized user of the Card by following the procedures in the paragraph labeled "Discover/MAESTRO Card Replacement" provided in this Agreement. Once you have chosen your PIN, you should take precautions to protect your PIN. You should not write down your PIN as described below in "Resetting Your PIN". Choose a PIN that you can remember easily.

4. Safeguarding Your Card and PIN

When you first use your Card at a merchant's Point of Sale ("POS") device, any four digit code will work as your Personal Identification Number ("PIN") for that POS-based transaction. The funds associated with the Card shall be held by either ITCFinancial Licenses, Inc. or IHFinancial Licenses, Inc., depending upon the state in which the Card was sold. The Card is nontransferrable and may be canceled, repossessed, or revoked at any time without prior notice and without cause.

5. Safeguarding Your Card and PIN

When you first use your Card at a merchant's Point of Sale ("POS") device, any four digit code will work as your Personal Identification Number ("PIN") for that POS-based transaction. After the first PIN-based transaction, you must use the same PIN for each subsequent PIN-based transaction, unless until you choose to reset your PIN as described below in "Resetting Your PIN". Choose a PIN that you can remember easily.

6. Using Your Card/Features

You will have access to your funds within twenty-four (24) hours after purchase.

7. Additional funds may not be added to your Card, called "value loading". Your Card is non-reloadable.

8. Using Your Card/Features

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

9. Refunds and Returns

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. The Issuer, the Issuer's associates and affiliates, their agents, employees or agents, and you agree to the procedures and policies of each merchant and applicable law. At any time of exchange or return, you should present both the merchandise receipt and the Card. If you receive a credit, the credit may not be added to the available funds on the Card for seven (7) business days.

10. Transaction Made in Foreign Currencies

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

11. Limits on Creating a Replacement Card

You may not request an additional Card for another person.

12. Limitations

The Issuer shall not be liable to you for: delays or mistakes resulting from any circumstances beyond our control, including, without limitation, acts of governmental authorities, national emergencies, insurrection, war, or riots, the failure of merchants to honor the CARD; the failure of merchants to perform or provide services; communication system failures; or failures or malfunctions attributable to your equipment, any internet service, or any payment system. In the event that we are held liable to you, you will only be entitled to recover your actual direct damages in an amount not to exceed the amount of the transaction for which you are held liable. This provision shall not be effective to the extent otherwise required by law. To the extent permitted by law, you agree that your recovery for any alleged negligence or misconduct by us shall be limited to the total amount that has been charged to your Card per day. You also may not receive cash back using a POS device.

13. POS Purchase Limits and No Cash Access

With your PIN, you may use your Card with a POS device bearing the Discover® or Maestro® Acceptance Mark to pay for your purchases. You may not use your PIN to obtain cash from an Automated Teller Machine ("ATM"). Any funds spent through a POS device will be subject to the maximum amount that you have available in your Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid Card. The Card can be used at any time the Card is valid for the amount of available funds on the Card. The Card can be used at any time the Card is valid for the amount of available funds on the Card. The Card can be used at any time the Card is valid for the amount of available funds on the Card.

14. Secondary Cardholder

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid Card. The Card can be used at any time the Card is valid for the amount of available funds on the Card. The Card can be used at any time the Card is valid for the amount of available funds on the Card. The Card can be used at any time the Card is valid for the amount of available funds on the Card.
We may disclose information to third parties about your Card or the transactions you make:

(1) Where it is necessary or helpful for completing transactions;

(2) In order to verify the existence and condition of your Card for a third party, such as merchant;

(3) To utilize services of third parties and affiliate entities who assist us in providing the Card and related services.

In order to comply with government agency, court order, or other legal or administrative reporting requirements;

(1) If you consent by giving us your written permission;

(2) If you owe us money or there are legal proceedings in connection with your Card, in which case information may be relayed to attorneys, accountants, collection bureaus, financial institutions, and others involved in collection, adjustment, or investigation of your account;

(3) In order to prevent, investigate or report possible illegal activity;

(4) In order to issue authorizations for transactions on the Card;

(5) As permitted by applicable law;

(10) To our employees, auditors, affiliates, parent and subsidiary companies, service providers, or attorneys as needed; or

(1) Otherwise as necessary to fulfill our obligations under this Agreement.

Our Liability for Failure To Complete Transactions

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

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

(2) If a merchant refuses to accept your Card;

(3) If the transaction would exceed the funds available on your Card;

(4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;

(5) If access to your Card has been blocked after you reported your Card lost or stolen;

(6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;

(7) If we have reason to believe the requested transaction is unauthorized;

(8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;

(9) If the merchant authorizes an amount greater than the purchase amount; or

(20) Any other exception stated in our Agreement with you or by applicable law.

Your Liability for Unauthorized Access

You agree at once if you believe your Card or PIN has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at 1-877-770-6416. Under Discover Financial Services Operating Regulations, your liability for unauthorized Discover transactions will be:

(1) if you notify us within two (2) business days after you learn of the loss or theft of your Card or PIN and we can prove that you had promptly notified us, you could lose as much as $50.00.

Also, if you become aware of and/or your transaction history shows transactions that you did not make, notify us at once. The procedures stated in the paragraph labeled “Information About Your Right to Dispute Errors” if you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the transaction history was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and if you are grossly negligent or fraudulent in the handling of your Card or PIN. This reduced liability does not apply to transactions not processed by Discover. If you notify us of any unauthorized transactions within two (2) business days, you can lose no more than $50.00 if someone used your Card or PIN without your permission.

If you notify us within two (2) business days after you learn of the loss or theft of your Card or PIN and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had promptly notified us, you could lose as much as $50.00.

If through no fault of ours, you do not have enough funds available on your Card to complete the transaction);

(2) If a merchant refuses to accept your Card;

(3) If the transaction would exceed the funds available on your Card;

(4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;

(5) If access to your Card has been blocked after you reported your Card lost or stolen;

(6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;

(7) If we have reason to believe the requested transaction is unauthorized;

(8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;

(9) If the merchant authorizes an amount greater than the purchase amount; or

(20) Any other exception stated in our Agreement with you or by applicable law.

We may require that you send your complaint or question in writing within ten (10) business days of the date of your call to us. Once your written dispute has been received, we will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we cannot resolve the issue to your satisfaction, we will notify you in writing, if we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days of the date of your call to us, we may not credit your Card.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. If we determine an error has occurred we will credit the transaction in error upon completing the investigation.

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

No Warranty of Availability or Unintended Use

From time to time the Services may be unavailable, and when this happens, you may be unable to use your Card or obtain information from your Card, including the available balance of funds associated with your Card. Your liability for unauthorized Discover transactions is

(1) Two hundred and fifty dollars ($250.00) if the error was caused by someone without your permission, and

(2) Fifty dollars ($50.00) if the error was caused by someone with your permission, but we can prove that we could have stopped someone from using your Card or PIN without your permission if you had promptly notified us, you could lose as much as $500.00.

We will pay the initial filing fee to commence the arbitration. A TRIAL BY JUDGE OR JURY.

This arbitration provision shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity. This arbitration provision is enforceable and valid in arbitration as you and we would have from a court and shall be binding on any party to this Agreement. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made finally and exclusively by the arbitrator. The arbitrator’s award will be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

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

The arbitration provision shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party, and (iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the federal Arbitration Act, 9 U.S.C. §§ 1-16.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACTIVATE OR USE THE CARD, SAVE YOUR RECEIPT AND CALL US AT 1-877-770-6416 TO CANCEL YOUR CARD AND TO REQUEST A REFUND.

This Cardholder Agreement is effective 4/2013.