

PREPAID BENEFITS CARD CARDHOLDER AGREEMENT
IMPORTANT – PLEASE READ CAREFULLY

1. Terms and Conditions

This Cardholder Agreement (“**Agreement**”) constitutes the terms and conditions under which the Benefits Mastercard® Prepaid Card (the “**Card**”) has been issued to you by The Bancorp Bank, N.A., Member FDIC (the “**Issuer**”). By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “**You,**” “**your,**” or “**Cardholder**” mean the person or persons who receive the Card and are authorized to use it as provided for in this Agreement. “**We,**” “**us,**” and “**our**” mean the Issuer, our successors, affiliates, or assignees, and as applicable, the Program Manager. “**Program Manager**” means NationsBenefits, LLC, the entity providing certain services for sponsoring, servicing and/or managing the Card program on our behalf. “**Program Sponsor**” means the corporate entity responsible for sponsoring and funding the Card program. You have received this Card as a gratuity without the payment of any monetary value or consideration.

You have been authorized by the Program Sponsor to spend the funds on the Card, subject to the expiration of the funds, terms and conditions, and other limitations set forth by your health plan (which may be modified by your health plan at any time, in its sole discretion), but you are not the owner of the Card or the underlying funds. These funds are accessible by you as a benefit by your health plan. These funds accessible to you may be changed, canceled, or otherwise modified at any time for any reason by your health plan, in its sole discretion. As further set forth in Section 16, we may suspend or terminate your Card for any reason, including at the direction of your health plan.

The expiration date of the Card is identified on the front or back of the Card. The Card is a prepaid card, which allows you to access funds loaded to the Card account by the Program Sponsor. The Card is not a gift card or a gift certificate. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on the funds on the Card. The Card is the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close it if we determine it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement or at your health plan’s discretion. Please read this Agreement carefully and keep it for future reference.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise. From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our Customer Service or as required by applicable law.

2. Customer Service

For Customer Service or additional information regarding the Card, please see the Customer Service contact information provided at your benefits card program website

address which ends in .nationsbenefits.com. The website address will be provided on your card carrier, and can also be found on the back or the front of the card plastic, and in the BenefitsPRO mobile app (mobile app). You must also visit this website address upon receipt of your card to ensure timely card activation.

Customer services **address** information is below:

NationsBenefits, LLC.
Benefits Mastercard Prepaid Card
1700 N University Drive,
Plantation, FL 33313
www.nationsbenefits.com

Customer Service availability and hours of operations may vary by program. Please refer to the customer service phone number and hours of operation that are described on the back of your card plastic, on your card carrier, in the mobile app, or **at your benefits card program website address ending in .nationsbenefits.com** which can be found on the back or front of your card plastic or on your card carrier.

3. Activating the Card

Unless otherwise indicated on the card carrier, the Card must be activated before it can be used. The Card may be activated by calling the phone number located on the back of the card plastic and on the card carrier, by visiting the activation website listed on the card carrier, or through the mobile app. **By activating or using the Card, you represent and warrant to us that:** (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older; and (ii) you received a copy of this Agreement and understand and agree that the terms of the Agreement are binding.

4. Authorized Use

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

5. Loading and Using the Card

You may not load funds to the Card. The Program Sponsor is responsible for ensuring funds are available on the Card. The Program Sponsor may load additional funds to the Card, depending on the terms and conditions of the program as set forth by the Program Sponsor. The Card account may include access to multiple subaccounts (each, a "**Purse**"). Each Purse contains benefits loaded to the Card by the Program Sponsor. Benefits may be disbursed or removed by the Program Sponsor subject to your health plan enrollment eligibility requirements. Health plan requirements and terms are not part of this Agreement. Contact your Program Sponsor for details about your health plan requirements.

You may use the Card to purchase or lease approved goods or services at approved merchants wherever the Card is honored as long as you do not exceed the value available on the Card account or the applicable Purse.

You may not use the Card to obtain cash from an Automated Teller Machine (“ATM”) Point-of-Sale (“POS”) device or by any other means. There are limits on the products you may purchase. These limitations are part of your health plan benefit and will vary by benefit type you receive. To see rules associated with your health plan benefit, including a list of approved products and locations where you may purchase those approved products, go to www.nationsbenefits.com or contact your health plan directly.

These are the limits associated with the Card:

Transaction Type	Frequency and/or Dollar Limits
Max Balance	\$10,000.00
Card Purchases (Signature)	20 times per consecutive 24-hour period, \$7,500.00 per transaction, up to \$7,500.00 per consecutive 24-hour period

For Card balance information, please call the Customer Service Phone Number or visit the Website.

Some merchants do not allow cardholders to conduct split transactions where you use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping the Card, the Card is likely to be declined.

If you use the 16-digit Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you had used the Card itself. **Card restrictions include but are not limited to:** restricted geographic or merchant locations where there is a higher risk of fraud or illegal activity; restrictions to comply with laws or prevent our liability; and other restrictions to prevent fraud and other losses. For security reasons, we may, with or without prior notice, limit the type, amount, or number of transactions you can make on the Card. You may not use the Card for any illegal transaction. **We may increase, reduce, cancel, or suspend any of the restrictions or add new ones at any time.** The Card cannot be redeemed for cash.

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

6. Fee Schedule

There are no fees associated with this Card.

7. Preauthorized Transactions

You may arrange to make regular payments out of your account using your Card number. You can stop any of these payments by first contacting the applicable merchant or third-party service provider to cancel the recurring payment. If the merchant or service provider with whom you have arranged recurring payments from your Card Account is unable or unwilling to stop your payment, call or write to Customer Service, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You are not authorized to provide the Issuer's bank routing and account number to anyone for preauthorized transactions. Nevertheless, we have no obligation to stop any preauthorized transfer using the Issuer routing and account number, and your Card Account may be subject to closure if such preauthorized transfers are attempted or completed.

If you use the Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount up to \$100.00 or more. If the Card is declined, even though there are sufficient funds available, you should pay for your purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a "hold" on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) calendar days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

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

8. Merchant Disputes, Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card for such refunds or agree to accept any other refund mechanism determined by your health plan, Program Sponsor, and/or the merchant, and agree to the refund policy of that merchant. Any Merchant disputes, returns, or refunds must be addressed and handled directly with the merchant from whom the transaction posted, or those goods or services were provided.

9. Card Expiration and Replacement

The funds on the Card expire in accordance with the specific Purse as set forth by your health plan and when the Card expires. You should use the funds on the Card before Card expiration, as the funds will not be made available to you after the Card expires. The available

funds on the Card will expire based on your benefits program eligibility rules. Any expired funds will be returned to the Program Sponsor. We are not responsible for replacing funds that may have expired. Replacement Cards, if available, are subject to the policies of the Program Sponsor.

The Card will expire no sooner than the date listed on the front or back of the Card. If you need to replace the Card for any reason, please contact Customer Service to request a replacement Card. You will be required to provide personal information which may include the 16-digit Card number, your full name, transaction history, copies of accepted identification, etc.

10. Foreign Transactions

You may use the Card to purchase or lease approved goods or services at approved merchants wherever the Card is accepted as long as you do not exceed the available value of the Card or the applicable Purse. The Card may not be used outside the U.S. and the District of Columbia, including Internet and mail or telephone order merchants outside the U.S. and the District of Columbia.

11. Card Balance/Transaction History

You are responsible for keeping track of the available balance of the Card. Merchants generally will not be able to determine the available balance. It's important to know the available balance before making any transaction. You may obtain information about the amount of money remaining on the Card or in an applicable Purse, as well as a history of transactions, by calling our Phone Number or visiting the Website.

12. Confidentiality

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

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

13. Our Liability

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Card. Further, we will not be liable for the failure to complete a transaction made with the Card, for instance:

- (1) If through no fault of ours, you do not have enough funds available on the Card to complete the transaction;
- (2) If a merchant refuses to accept the Card;
- (3) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (4) If access to the Card has been blocked after you reported the Card lost or stolen;

- (5) If there is a hold or the funds are subject to legal or administrative process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (8) For any other exception stated in our Agreement with you.

14. Unauthorized Transactions

In the case of lost or stolen cards, or a discrepancy or questions about the Card transaction(s), contact Customer Service as soon as you can. You must contact us no later than sixty (60) calendar days after we posted the transaction(s) to the Card. If the Card has been lost or stolen, we may close the Card to keep losses down. If the Card has a balance remaining, we will send a replacement Card.

Under Mastercard Rules, you will not be held responsible for unauthorized transactions if you used reasonable care in protecting the Card from loss or theft and you promptly reported to us when you knew the Mastercard was lost or stolen. Zero Liability does not apply to Mastercard payment cards used for commercial purposes or anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us).

15. Other Miscellaneous Terms

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

16. Amendment and Cancellation

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

In the event this Card program is cancelled, closed, or terminated, we will send you prior notice in accordance with applicable law. Any unused funds will be returned to the Program Sponsor.

17. English Language Controls

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

18. Arbitration

This Arbitration Clause sets forth the procedures for resolving a Claim under this Agreement. As used in this Arbitration Clause, a “**Claim**” is any preexisting, present or future claim, dispute, or controversy between you and us arising out of or relating directly or indirectly in any way to this Agreement. The term “Claim” has a very broad meaning and includes, by way of example and not limitation, disputes concerning: (i) the acquisition, use, or balance of your Card; (ii) advertisements, promotions or oral or written statements related to the Card (iii) a dispute based on a federal or state statute or local ordinance; (iv) data breach or privacy claims arising from or relating directly or indirectly to the disclosure by us of any non-public personal information about you; and (v) the relationships between you and us arising from this Agreement or any of the foregoing. Notwithstanding the foregoing, a “Claim” does not include (i) the exercising of any self-help or non-judicial remedies by you or us, meaning actions you or we can take that do not involve court action. Examples of this include setoff rights or enforcement of our security interest in your Card, (ii) disputes regarding a person’s authority to act on your Card and disputes regarding ownership of funds and other legal matters dealing with “legal process” or “legal proceedings and disputes;” and (iii) obtaining provisional or ancillary remedies including, but not limited to, attachment, garnishment, interpleader, or the appointment of a receiver by a court of appropriate jurisdiction.

This Arbitration Clause provides that all Claims shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration, unless excepted or opted out in accordance with the terms below.

not opting out according to the terms below, you acknowledge that:

- 1. YOU AND WE WILL BE BOUND BY THIS CLAUSE TO ARBITRATE ANY CLAIM IF YOU OR WE ELECT ARBITRATION, UNLESS THE CLAIM IS BROUGHT IN OR REMOVED TO SMALL-CLAIMS COURT PURSUANT TO THIS ARBITRATION CLAUSE;**
- 2. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE; AND**
- 3. YOU AND WE WILL NOT BE ABLE TO BRING OR BE A CLASS MEMBER IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION (“Class Action Waiver”).**

Arbitration: In arbitration, a neutral third-party arbitrator resolves Claims on an individual basis. Arbitrations under this Arbitration Clause will be made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (“FAA”) (9 U.S.C. 1-16). An arbitration of a Claim will be conducted by the American Arbitration Association (“AAA”) under its rules; if AAA cannot serve and we do not agree on an alternative arbitrator, a

court with jurisdiction will select the arbitrator. For a copy of AAA procedures, to file a Claim, or for other information about this organization, contact AAA at 120 Broadway, Floor 21, New York, NY 10271, (1-800-778-7879), www.adr.org. **We will pay the initial filing fee to commence arbitration and other fees we are required to pay by the AAA Rules, and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.** The arbitrator's award shall be binding and final, except for any appeal rights under the FAA. Judgment on the arbitration award may be entered in any court having jurisdiction.

Alternative for Individual Claims: This Arbitration Clause does not affect your or our right to pursue individual Claims in small claims court (or your state's equivalent court) if the court has jurisdiction over the dispute and the dispute remains in that court. If a party brings a Claim in arbitration, the other party may remove the Claim to small-claims court if the amount in controversy (exclusive of attorneys' fees and costs if applicable law so provides) is properly within the jurisdiction of a small-claims court. The opposing party must provide notice of intent to remove to small-claims court within 30 days of receiving an arbitration demand from the other party. In any event, if the Claim is removed, appealed, or transferred from small-claims court to another court, it shall be subject to arbitration at the election of either party.

Enforceability: All disputes as to the scope, enforceability and validity of this Arbitration Clause shall be made exclusively by a court of competent jurisdiction.

Process: Before bringing a Claim in court or in arbitration, the complaining party must give the other party written notice of the Claim. If you are the complaining party, you must send the notice in writing (and not electronically) to NationsBenefits, LLC., 1700 N University Drive, Plantation, FL 33313 . You or your representative must sign the notice and must explain the nature of the Claim and any supporting information, such as your Card number and a contact information where you (or your representative) can be reached. If we bring a Claim, we will send a letter to you using the information we have on file for you. The receiving party will have 30 days to respond to the demand.

Opting out: If you do not wish to be bound by this Arbitration Clause, you must mail us a signed notice within 45 calendar days after you acquire or open the Card to NationsBenefits, LLC., 1700 N University Drive, Plantation, FL 33313 . We will need your name, address, telephone number and Card number. State that you "opt out" of arbitration. Opting out will not affect the other provisions of this Agreement. By opting out, you will have all options available under law to raise a dispute or Claim.

Survival: This Arbitration Clause shall survive: (i) termination of the Agreement by either party; (ii) the bankruptcy of any party; (iii) any transfer, sale or assignment, or any amounts owed on your Card, to any other person or entity; or (iv) closing of the Card. If any portion of this Arbitration Clause is deemed invalid or unenforceable, the remaining portions shall remain in force, except that: (A) If the Class Action Waiver is declared unenforceable in a proceeding between you and us with respect to a Claim that does not seek public injunctive relief, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Clause (except for this sentence) shall be null and void in such proceeding; and (B) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in this

Arbitration Clause prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim, and that determination becomes final after all appeals have been exhausted, the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for class-wide or public injunctive relief be arbitrated.

This Card is issued by The Bancorp Bank, N.A., Member FDIC, pursuant to license by Mastercard International Incorporated.

This Cardholder Agreement is effective 08/2023.