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PayPal Business Debit Mastercard[®] Cardholder Agreement

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Print

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the PayPal Business Debit Mastercard

This PayPal Business Debit Mastercard Cardholder Agreement ("Agreement") outlines the terms and conditions between you, the cardholder, and The Bancorp Bank, Wilmington, Delaware, an FDIC insured member institution, and applies to your use of the PayPal Business Debit Mastercard issued by The Bancorp Bank. **This Agreement supplements, but does not replace, the PayPal User Agreement and other applicable agreements between you and PayPal.**

"Debit Card" or "Card" means the PayPal Business Debit Mastercard issued to you by The Bancorp Bank. "Issuer" means The Bancorp Bank. "You" and "your" means the person or persons who have received the Debit Card and are authorized to use the Debit Card as provided for in this Agreement. "We," "us," and "our" mean the Issuer, our successors, affiliates, assignees and our third-party service providers. PayPal, Inc. ("PayPal") is the entity sponsoring and managing the Debit Card program. "PayPal Account" means your account in which you hold or store value and from which you access for use via the Debit Card and is the record we maintain to account for the value of claims associated with the Debit Card. Any references to "days" found in this Agreement are calendar days unless indicated otherwise. All capitalized terms shall have the definitions provided in this Agreement. By accepting and using the PayPal Business Debit Mastercard, you agree to comply with all the terms and conditions in this Agreement, so please read it carefully.

The expiration date of the Debit Card is identified on the back of your Debit Card. The funds in the PayPal Account will not expire, regardless of the expiration date on the back of the Debit Card. If the signature panel is present on the back of the Debit Card, you agree to sign it immediately upon receipt. The Debit Card will

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Agreement or other agreements between you and PayPal that apply to your use of PayPal. We may also reject applications for Debit Cards at our sole discretion.

You agree that the Debit Card will be used for business purposes only and not for any personal, family or household purposes.

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

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

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT. See Section 24 (Arbitration) below.

- 1. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW DEBIT CARD ASSOCIATED WITH A PAYPAL ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Debit Card associated with a PayPal Account. What this means for you: When you open a Debit Card associated with a PayPal Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver’s license or other identifying documents.

The preceding information and documentation and results of any verification procedures will be shared by Issuer with PayPal, and may also be used per their respective privacy policies (including the PayPal Privacy Policy which shall be referred to collectively as the “Program Privacy Policies”). By agreeing to this Agreement, you will be acknowledging and agreeing to the Program Privacy Policies.

If you falsify, misrepresent, or fail to provide requested information, we and/or PayPal may refuse to approve your request for the Debit Card, cancel any of your previously issued Card(s) and/or restrict and/or close your PayPal Account.

- 2. Debit Card.** The Debit Card allows you to access the funds held in your PayPal Account, and for purchases that exceed the available funds in such PayPal Account, the funds available in your linked bank account.
- 3. Activation.** You must activate your Debit Card and complete the activation process, including setting a Personal Identification Number (“PIN”) before it can be used. You may activate the Debit Card by calling 866-888-6080 or online by logging into your PayPal Account and following the activation instructions on the card carrier. For your security, you will need to provide personal information in order to verify your identity and complete the activation process.
- 4. Your Representations and Warranties.** By activating the Debit Card or by retaining, using or authorizing the use of the Debit Card, you represent and warrant to us that: (i) you are at least 18 years

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5. Using your Debit Card.

- a. **Purchases.** You may use the Debit Card to purchase or lease goods or services everywhere Mastercard is accepted as long as you do not exceed your available balance and other restrictions do not apply. **PayPal Account 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 your Debit Card. You may not use your Debit Card for illegal online gambling or any other illegal transaction. **We may increase, reduce, cancel, or suspend any of these restrictions or add new ones at any time.**
- b. **Cash Access.** Your Card cannot be redeemed for cash. With your Personal Identification Number ("PIN"), you may use your Debit Card to obtain cash at any Automated Teller Machine ("ATM") that displays the Mastercard®, Maestro®, or Cirrus® acceptance marks for a fee as outlined below. ATM owner-operators may impose their own fees and lower limits on cash withdrawals. If given the option, select "Checking Account" when using an ATM. All ATM transactions are treated as cash withdrawal transactions and are subject to your daily limit. You may also use your PIN to obtain cash at any Point of Sale ("POS") device, as permissible by a merchant that bears the Maestro®, STAR® or PULSE® acceptance marks. Additional PIN information is available below in Section 9 (Personal Identification Number). Each time you use your Debit Card, you authorize the Issuer and PayPal to reduce the value available in your PayPal Account by the amount of the transaction and any applicable fees. For transaction limit details, see Section 5g (ATM Withdrawal and Spending Limits) below.
- c. **Split Tender Transactions.** Some merchants do not allow cardholders to conduct split transactions where you would use the Debit 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 in the PayPal Account. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Debit Card, your Debit Card is likely to be declined.
- d. **Authorization Holds.** When you use your Debit Card to purchase goods or services or to obtain cash from a merchant, the merchant may attempt to obtain authorization from us for the transaction. If the merchant makes such a request, we place a hold on your PayPal Account for up to seven (7) days for the amount of the authorization request. This hold may affect the availability of funds in your PayPal Account. In some cases, a merchant may request for a pre-authorization from us for a transaction, which typically occurs when the exact final purchase amount is unknown. A common example is with some hotel locations and car rental agencies. Pre-authorizations are subject to a hold on your PayPal Account for up to thirty (30) days. During a pre-authorization, a merchant may decide to increment the original authorized amount if the amount is insufficient for the final purchase, or, they may request to extend the same authorization amount, if the final purchase date will be in the future. These events will result in a hold for that amount of funds for up to another thirty (30) days from the adjustment date. We will

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is declined, even though you have sufficient funds available, use your Debit Card to pay for your purchase inside with the cashier. This hold will be released once merchant submits the transaction for settlement.

If you use your Debit Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses that may be incurred. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase.

It may take up to ten (10) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

Neither the Issuer nor PayPal will be responsible if any transactions are not completed because of the hold. If the preauthorization request varies from the amount of the actual transaction, we will debit the actual transaction amount from your PayPal Account, even if this results in your PayPal Account becoming negative because no backup funding source was available in your PayPal Account. You remain responsible for any negative balances in your PayPal Account.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Debit Card.

- e. **Card not Present Transactions.** If you use your 16-digit Debit Card number without presenting your Debit Card in person (such as for a mail order, telephone, mobile app or internet purchase), the legal effect will be the same as if you used the Debit Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Debit Card in these scenarios. You may not use your Debit Card for illegal online gambling or any other illegal transaction.
- f. **Foreign Transactions.** If you obtain funds or make a purchase in a currency other than the currency in which your Debit Card was issued, the amount deducted from your PayPal Account will be converted by Mastercard International Incorporated into an amount in the currency of your PayPal Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain funds or make a purchase in a currency other than the currency in which your Debit Card was issued, PayPal assesses a foreign currency conversion fee of 1% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside the fifty (50) U.S. states and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.
- g. **ATM Withdrawal and Spending Limits.** The standard daily limit for ATM withdrawals, money transfers and over-the-counter cash withdrawals is \$400.00, the standard daily limit for purchases is \$3,000.00. Your actual daily limits may vary depending on PayPal’s experience with you. All daily limits are subject to periodic review and are subject to change based on PayPal Account history,

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prohibited by law. Anytime your remaining balance is less than the fee amount being assessed, and if you do not have a linked bank account, the balance of your PayPal Account will be applied to the fee amount resulting in a negative balance in your PayPal Account. If you have a linked bank account, the fee amounts will be applied to your PayPal Account first and then any remaining amount will be applied to your linked bank account.

ATM Domestic Withdrawal* Fee	\$1.50 Per ATM withdrawal within US (Plus any amounts charged by the ATM owner.)
Teller Assisted Withdrawal Fee	\$3.00 Per signature withdrawal if a signature is required to obtain cash.
ATM International Withdrawal* Fee	\$1.50 Per withdrawal from a non-US ATM. This fee will apply even if the transaction does not require a currency conversion.
Foreign Transaction Fee	1% of the purchase amount from a non-US merchant or 1% of the withdrawal amount at a non-US ATM. This fee will apply even if the transaction does not require a currency conversion.

*If you use an ATM for any transaction, including a balance inquiry, you may be charged a fee by the ATM owner even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your PayPal Account.

7. Standard Cash Back Benefit Program.

a. **Cash Back.** The Debit Card provides 1% cash back on the net amount of your eligible purchases made during each calendar month, provided that the Cash Back Benefit has been activated. Net amount means all eligible purchases minus reversals for any reason including returns and refunds. It may take up to forty-eight (48) hours after enrollment for you to begin accruing cash back.

b. **Eligibility.** To be eligible for cash back:

1. Your Debit Card purchase must be authorized as a credit transaction and processed via Mastercard. Some merchant locations offer you the option of choosing "Credit" or "ATM/Debit" when making a purchase. To qualify for cash back, you must choose the "Credit" option if shown at the merchant location.

1. Transactions eligible for cash back include: Credit transactions which you sign for and which are processed via Mastercard; online transactions processed via

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3. Please note that merchants ultimately determine whether to process your Debit Card payments as credit or debit transactions, and PayPal has no control over the merchant's selection.
 2. Your Debit Card must be in good standing at the time you make an eligible purchase and when PayPal makes the cash back payment. Fraudulent transactions are not eligible for cash back.
 - c. **Payout.** The cash back will be calculated at the end of each calendar month and added to your PayPal Account. Payouts must be at least \$1.00 USD per month for the amount to be added to your PayPal Account. Otherwise, \$0.00 USD will be added to your PayPal Account for that previous month. If you close your PayPal Account, you will be credited for the cash back amount you have earned up to the date you close your PayPal Account. If you close your PayPal Account during a given month, you will not be eligible to receive cash back for the month in which you close your PayPal Account.
8. **Other Cash Back Benefit Programs.** PayPal may offer limited promotional programs that provide the opportunity for you to earn cash back benefits from time to time, which may include cash back programs offered in partnership with third parties as well as quarterly cash back programs for transactions made with particular merchants or purchased items or category of items. The terms, conditions and requirements relating to such promotional programs shall be disclosed and apply at the time of each offer, and may differ from each other and from the terms of the Standard Cash Back Benefit Program, such as terms relating to Eligibility and Payout schedules.
9. **Personal Identification Number** Your PIN is a security code, which has been designed to protect your PayPal Account against unauthorized use. You will be prompted to select your PIN when you activate your Debit Card. For activation instructions, please see Section 3 above (Activation). The PIN is your electronic signature which provides enhanced security for your PayPal Account and may be used when making transactions to your PayPal Account. You should memorize your PIN and it should not be shared with anyone. Do not write or keep your PIN with your Debit Card. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If your PIN has been compromised or you wish to change it for any reason, you can change it at any time by logging in to your PayPal Account. If your Debit Card is lost or stolen, a temporary hold can be placed on your PayPal Account by calling PayPal immediately at 866-888-6080. You can also place a temporary hold on the Debit Card through the PayPal website or app. Maintaining the security of your PIN and Debit Card is your responsibility. If you believe that anyone has gained unauthorized access to your PIN, change your PIN using the PayPal app and advise PayPal immediately using the contact information found below in the Customer Service section.
10. **Requesting additional Debit Card(s) attached to your PayPal Account.** We may allow you to apply for additional Debit Cards at our sole discretion. We will indicate on our website if additional Debit Cards will be available. We reserve the right to reject any applications for additional Cards at

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they were charges made by the primary cardholder.

11. Authorized Users. You are responsible for all authorized transactions initiated and fees incurred by use of your Debit Card. If you permit another person to have access to your Debit Card or Debit 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.

12. Documentation of Transfers.

- a. You can get a receipt at the time you make a transaction using your Debit Card at an ATM or at a point of sale.
- b. You may access your transaction history and balance by logging into your PayPal Account and clicking on the "History" tab. You should do this regularly to verify the activity on your PayPal Account.

13. Returns and Refunds. If you are entitled to a refund for any reason for goods or services obtained with your Debit Card, you agree to accept credits to your PayPal Account for refunds and agree to the refund policy of the merchant. Neither the Issuer nor PayPal is responsible for the delivery, quality, safety, legality or any other aspects of the goods or services that you purchase from others with the Debit Card. If you have a problem with a purchase that you made with your Debit Card, or if you have a dispute with the merchant, you must handle it directly with the merchant.

14. Card Replacement. If you need to replace your Debit Card for any reason, please call 866-888-6080 or log into your PayPal Account via the PayPal website or app to request a replacement Debit Card. You will be required to provide personal information which may include your 16-digit Debit Card number, your full name and transaction history. Be sure to confirm that the Debit Card will be sent to the correct address.

15. Confidentiality. You acknowledge and agree that Issuer and PayPal may, subject to applicable law, share information regarding you, your Debit Card, your PayPal Account, your Debit Card request and Debit Card transaction activity as necessary to provide customer service, service the Debit Card or your PayPal Account, investigate and act on the Debit Card or your PayPal Account and/or your Debit Card or PayPal Account related claims and as necessary to comply with applicable law. The Issuer and PayPal may use and/or disclose information to third parties about your Debit Card, your PayPal Account or the transactions you make:

- a. Where it is necessary for completing transactions;
 - b. In order to verify the existence and condition of your Debit Card for a third party, such as a merchant;
- c. In order to comply with applicable laws, including any government agency, court order, or other legal, regulatory or administrative reporting requirements;
- d. If you consent by giving us your written permission;
- e. To update your card or account information;

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

- a. If through no fault of ours, you do not have enough funds available to complete your Debit Card transaction;
- b. If a merchant refuses to accept your Debit Card;
- c. If an ATM where you are making a cash withdrawal does not have enough cash;
- d. 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;
- e. If access to your Debit Card has been blocked after you reported your Debit Card lost or stolen;
- f. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- g. If we have reason to believe the requested transaction is unauthorized;
- h. 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
- i. Any other exception stated in our Agreement with you.

17. Your Liability for Unauthorized Transfers. If you believe your Card has been lost or stolen, or that someone has transferred money or may transfer money from your PayPal Account without your permission, immediately disable it through the PayPal app and call PayPal at 866-888-6080. You may also email PayPal at [cardsupport@paypal.com]. We may suspend or cancel your Debit Card and/or corresponding PayPal Account in the event of excessive reports of card loss or theft. PayPal may also cancel any Debit Card that has been disabled for sixty (60) days or longer. Under Mastercard Rules, you will not be held responsible for unauthorized transactions if you have used reasonable care in protecting your Debit Card from loss or theft and you have promptly reported to us when you knew that your Debit Card was lost or stolen. Zero Liability does not apply to the Mastercard payment cards that are used for commercial purposes, including the following: commercial cards, or unregistered prepaid cards (until such time as the identity of the cardholder has been registered with us). In the event that Mastercard Zero Liability does not apply, if you notify PayPal within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Debit Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Debit Card and we can prove that we could have stopped someone from using your Debit Card without your permission if you had promptly notified PayPal, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions you did not make, notify PayPal at once following the procedures stated in Section 20 (Information About Your Right to Dispute Transactions).

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unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

19. Amendment and Cancellation. We may amend this Agreement by posting a revised version on the PayPal website ([/webapps/mpp/ua/debitcard-full](https://www.paypal.com/us/webapps/mpp/ua/debitcard-full)). The revised version will be effective at the time we post it. 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, the issuer or PayPal can implement such change without prior notice. The Issuer or PayPal may cancel or suspend your Debit Card or this Agreement at any time. You may cancel this Agreement and your Debit Card by calling Customer Service at 866-888-6080. Your termination of this Agreement will not affect any of the Issuer's or PayPal's rights or your obligations arising under this Agreement prior to termination. In the event your Debit Card is cancelled, closed or terminated for any reason, any remaining available funds associated with the Debit Card would revert to your PayPal Account.

20. Information About Your Right to Dispute Transactions

In the case of a discrepancy or questions about Debit Card transaction(s), call 866-888-6080, write to Cardholder Services, PayPal Debit Card Department, Attn: Dispute Resolution, P.O. Box 45950, Omaha, NE 68145-0950 as soon as you can. You must contact us no later than sixty (60) calendar days after we posted the transaction(s) to the PayPal Account. You may request a written history of your transactions at any time by calling 866-888-6080 or writing to PayPal Debit Card Department, Attn: Dispute Resolution, P.O. Box 45960, Omaha, NE 68145-0950. You will need to tell us:

Your name and the 16-digit Debit Card number.

A description of the transaction(s) including the date and dollar amount.

Why you believe there is a discrepancy.

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

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

We will tell you the results in writing after completing our investigation. If we determine a discrepancy occurred we will correct the discrepancy promptly and credit the PayPal Account. If we decide there was no discrepancy, we will send you a written explanation. If you need more information about PayPal's error resolution procedures, call us during the hours listed below in the Customer Service section.

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22. **Customer Service.** For customer service or additional information regarding your Debit Card, please contact PayPal at:

PayPal Debit Card Program
PO Box 45950
Omaha NE 68145-0950
866-888-6080

Customer Service agents are available to answer your calls:

Monday-Friday 7:00 AM-10:00 PM Central time;
Saturday-Sunday 8:00 AM-8:00 PM Central time (holidays excluded).

Telephone Monitoring/Recording. From time to time telephone calls between you and PayPal may be monitored and/or recorded to assure the quality of our customer service or as required by applicable law.

23. **No Warranty Regarding Goods or Services as Applicable.** Neither Issuer nor PayPal are responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Debit Card.
24. **Arbitration.** Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) your Debit Card; iii) the Debit Cards of any additional cardholders designated by you, if any; iv) your acquisition of the Debit Card; v) your use of the Debit Card; vi) the amount of available funds in the PayPal Account; vii) advertisements, promotions or oral or written statements related to the Debit Card, as well as goods or services purchased with the Debit Card; viii) the benefits and services related to the Debit Card; or ix) transactions on the Debit Card, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

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

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

For a copy of the procedures, to file a Claim or for other information about this organizations, contact them it at: AAA, at 335 Madison Avenue, New York, NY 10017 or at www.adr.org.

Except for issues relating to arbitrability, the scope or enforceability of this arbitration provision or the interpretation of the Prohibition of Class and Representative Actions and Non-Individualized Relief section below, which are for a court of competent jurisdiction to decide, all other issues are for the arbitrator(s) to decide, and such determinations shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court

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

You and PayPal agree that each of us may bring Claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and PayPal agree otherwise, the arbitrator(s) may not consolidate or join more than one person's or party's Claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. Also, the arbitrator(s) may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual Claim(s). Any relief awarded cannot affect other PayPal customers.

With the exception of any of the provisions in the Prohibition of Class and Representative Actions and Non-Individualized Relief section above, if a court decides that any part of this arbitration provision is invalid or unenforceable, the other parts of this arbitration provision shall still apply. If a court decides that any of the provisions in the the Prohibition of Class and Representative Actions and Non-Individualized Relief section above is invalid or unenforceable because it would prevent the exercise of a non-waivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court. All other disputes subject to arbitration under the terms of this arbitration provision shall be arbitrated under its terms.

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

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE DEBIT CARD, OR IF IT HAS ALREADY BEEN ACTIVATED, CANCEL IT. CALL 866-888-6080 TO CANCEL THE DEBIT CARD AND TO REQUEST A REFUND, IF APPLICABLE.

The Debit Card is issued by The Bancorp Bank; Member FDIC, pursuant to license by Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

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