

**PLS FINANCIAL SERVICES, INC.**  
**ONLINE SERVICES AGREEMENT**

**1. YOUR AGREEMENT**

This Agreement is between you and PLS Financial Services, Inc. (“*PLS*”). PLS Financial Services, Inc. Online Services is a website offering content, products, and services related to the Xpectations!™ Visa® Prepaid Card issued to you by The Bancorp Bank (“*Online Services*”). Your use of Online Services is governed by this PLS Financial Services, Inc. Online Services Agreement, any other terms furnished to you in connection with Online Services (together, this “*Agreement*”), the Federal Electronic Signatures in Global and National Commerce Act (“E-SIGN”) Disclosure and Consent, and, when applicable, terms of the Xpectations!™ Visa Prepaid Card Cardholder Agreement (“*Cardholder Agreement*”). No statement, oral or written, including language contained in our Online Services website, unless otherwise expressly noted herein, is part of this Agreement. You agree to comply with all applicable state and federal laws, regulations and rules, and rules of the automated clearinghouse associations, as applicable. Certain capitalized terms have the meaning provided in Section 22. Capitalized terms not defined in this Agreement have the meaning provided in your Cardholder Agreement. In the event of a direct conflict between the terms of this Agreement and any other agreement, the terms of this Agreement will control, but only if the substantive issue exclusively concerns use of the Online Services.

The Xpectations!™ Visa® Prepaid Card is issued by The Bancorp Bank pursuant to a license from Visa U.S.A. Inc. and can be used everywhere Visa debit cards are accepted. The Bancorp Bank; Member FDIC.

In order to activate Online Services, you must have a Card and a Card Account and create Online Security Credentials. When you use or permit any other person to use Online Services, you agree to the terms of this Agreement, including the terms applicable to each Service. By activating Online Services you warrant that you are eighteen (18) years of age or older and are authorized to enter into this Agreement and to access the Card Account through Online Services.

At our option, we may permit you to request a Service by enrolling in a Service online or by email with verification. When you enroll, we will treat it as authorization to provide the Service to you in accordance with the terms of this Agreement, including any terms we provide to you regarding the specific Service.

We may add, delete or amend terms and other provisions, service charges or other terms described in this Agreement and the terms of any Service you use. We will send written notice to you if required by applicable law. You agree that all notices or other communications we are required to provide to you may be sent to you by secure electronic email messaging or by regular mail, or we may post changed terms on our Online Services website. Please visit and review the Online Services website regularly. Unless you terminate Online Services or an applicable Service before the effective date of the notice, you will be bound by any such change.

2. ACCESS .

Online Services is generally accessible twenty-four (24) hours a day, seven (7) days a week, except when limited during periods of high volume, system maintenance or upgrade. We may modify, suspend or terminate your access to Online Services or any Service at any time and for any reason without notice or refund of any charges you have paid.

3. EQUIPMENT, HARDWARE AND SOFTWARE REQUIREMENTS .

To use Online Services, you need a computer and a web browser that meets our minimum requirements, as may be changed from time to time, which are described on the Online Services website at [www.consumercardaccess.com/myplscard](http://www.consumercardaccess.com/myplscard). Currently such minimum requirements require a web browser with 128 bit encryption configured with one of the following internet browsers:

MICROSOFT	APPLE	MOZILLA	GOOGLE
INTERNET EXPLORER	SAFARI	FIREFOX	CHROME

You are responsible for obtaining, installing, maintaining and operating all software and hardware or other equipment necessary for you to access and use Online Services, including but not limited to an Internet service provider, current web browsers, and the best commercially available encryption and antivirus and Internet security software (“*Systems*”). You are responsible for any and all service charges imposed by your Internet service provider and any associated communication service provider charges, including wireless provider charges.

4. ONLINE ACCOUNTS .

When you enroll in Online Services, you will have online access to your Card Accounts. If you open an additional Card Account and want online access to that Card Account within Online Services, you must separately register that Card.

5. SERVICES .

a. **SERVICES OFFERED.** This Agreement applies to each Service offered through the Online Services website. You may need to separately enroll in certain Services that are available now or may be in the future. See the Online Services website for information on the availability of each Service.

(i) *Card Account Access.* You can use Online Services to: view certain Card Account information, including balance and transaction information; perform selfservice

Card Account maintenance; change Online Security Credentials; communicate with us via secure messaging; and perform other activities.

(ii) *Alerts.* Your enrollment in Online Services allows you to activate the Alerts Service. By using the Alerts Service, you agree to provide a valid phone number, email address or other delivery location so that we may electronically send you certain information about your Card Account. Alerts are provided for your convenience and do not replace our official records. You understand that Alerts may include personal or confidential information about you such as your name, Card Account activity, or status. Your receipt of each Alert may be delayed or impacted by factors not within our control, such as how often you check your Alerts, and other factors attributable to your Internet service provider, wireless provider, or other parties. We will not be liable for (a) losses or damages arising from any nondelivery, delayed delivery or misdirected delivery of the Alerts; (b) inaccurate content in the Alerts; or (c) any actions taken or not taken due to an Alert. There is no fee for the Alerts Service, but you are responsible for any and all charges imposed by your communication service providers. You may deactivate the Alerts Service at any time through the Online Services.

(iii) *Funds Transfers.* You may perform funds transfers between your Card Account and the accounts that you designate as "Transfer Accounts."

All funds transfers between your Transfer Accounts are subject to the following terms:

(a) You may initiate a transfer request at any time provided all systems are operational.

(b) You agree to pay the applicable service charges for transfers as shown in the Cardholder Agreement.

(c) Transfers are subject to any limitations on the number of transfers that apply to your Card Account as provided in the Cardholder Agreement.

(d) You may make transfers up to the limits, as may be changed from time to time, contained on the Online Services website and the Cardholder Agreement.

(e) You agree to have sufficient funds in your Transfer Account on the transfer date.

(iv) *Bill Pay Service.* If you enroll in the Bill Pay Service, you can pay bills either on an automatic recurring basis, or periodically as you request. To enroll in this Service, visit the Online Services website. When you enroll, you must acknowledge that you have read and agree to the terms of this Agreement, including the Bill Pay terms in Section 20.

(v) *Mobile Services.* If you enroll in the Mobile Services, you can access certain Services through a Mobile Device and through your computer. To enroll in this Service, visit [www.consumercardaccess.com/myplscard](http://www.consumercardaccess.com/myplscard). When you enroll, you must acknowledge that you have read and agree to the terms of this Agreement, including the Mobile Services terms in Section 21.

b. **SERVICE CHANGES.** We may, from time to time, introduce new Services or new features to any existing Service, or modify or delete any existing Services or features in our sole discretion by sending you notice. By using any new or modified Services or features when they become available, or by permitting any other person or entity to use or access the Service, you agree to be bound by the terms of these Services.

You may incur service charges if you use some Services. Please review the terms, and any applicable service charge schedules we provide to you when you enroll or use each Service. You authorize us to debit your Card Account for all service charges when incurred. We reserve the right to add or modify service charges from time to time and will notify you when we do so.

6. **SECURITY CREDENTIALS** .

We are authorized to act on transactions and other instructions received using your Online Security Credentials, and you agree that the use of your Online Security Credentials will have the same effect as your signature or Personal Identification Number (“PIN”) with respect to authorizing the transaction(s). If you disclose your Online Security Credentials to any person or entity, including any data aggregation service provider, direct us to assign Online Security Credentials to any person or entity, or permit any other person or entity to use Online Services, you are responsible for any activity and transactions made by such person or entity and for any use of your personal information and Card Account information by such person or entity. The loss, theft or unauthorized use of your Online Security Credentials could cause you to lose some or all of the funds in your Card Account. It could also permit unauthorized persons to have access to your personal information and Card Account information, and to use the information for fraudulent purposes including identity theft.

You are fully responsible for maintaining the security of your Online Security Credentials and for any transactions performed or information received using such Online Security Credentials

We will ask for your Online Security Credentials to confirm your identity only if you call us. We will never contact you via email, secure messaging or telephone and request your Online Security Credentials. If you are ever contacted by anyone asking for your Online Security Credentials, you should refuse and immediately contact us. You may be the target of attempted identity theft.

7. **ADDRESS OR OTHER CHANGES** .

It is solely your responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to name, address, phone number(s) and email address. You may request address changes through the Online Services website or by contacting Customer Service at 1-866-679-4869.

8. **REPORTING UNAUTHORIZED TRANSACTIONS** .

**If you believe someone may attempt to use or has used Online Services without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-866-679-4869.** You may also contact us electronically by sending a secure message through our secure messaging system within Online Services.

9. **INDEMNITY** .

You acknowledge and agree that you are personally responsible for your conduct while using Online Services or any Services and agree to indemnify and hold us, our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind, including reasonable attorneys' fees that we may incur in connection with (i) a thirdparty claim related to your use of Online Services or any Services, (ii) the use of Online Services by anyone using your Online Security Credentials or the Online Security Credentials we assign to someone else at your direction, (iii) your violation of this Agreement, (iv) your violation of applicable state or federal law, regulation or rule; any clearinghouse association rule; or the rights of any third party, or (v) your provision to us of a telephone or mobile phone number, email address or other delivery location that is not your own. Your obligations under this Section shall survive termination of this Agreement.

10. **RISK OF LOSS** .

In the event of a system failure or interruption, your data may be lost or destroyed. You assume the responsibility to verify the accuracy and completeness of any transaction affected by the system failure or interruption through means other than Online Services. We will not be liable for failure to provide access or for interruptions in access to Online Services due to a system failure or due to other acts or circumstances beyond our control, and you hereby expressly assume such risks.

We will use commercially reasonable efforts to secure Online Services to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts, the security of Online Services could be compromised or malicious code could be introduced by third parties. You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks.

We are not responsible for any delay, error, problem, damages or other loss you may suffer due to malfunction or misapplication of your Systems, including your Internet service provider, wireless provider or third parties, or any equipment you may use (including your computer and Mobile Devices, if applicable) to access or communicate with Online Services, and you hereby expressly assume such risks.

11. **TERMINATION** .

We can terminate Online Services generally or any specific Service under this Agreement at any time for any reason without notice to you. If we terminate Online Services or any Service, or if you terminate Online Services or any Service, you will need to reenroll before you will be able to schedule any transaction through Online Services. You may terminate your enrollment in the Online Services or any Service at any time by contacting us.

12. **RECORDS** .

Our records kept in the regular course of business shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive. Information available through Online Services is generally updated regularly but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action. Card Account information provided to you as part of Online Services is not the official record of your Card Account or its activity.

13. **ELECTRONIC COMMUNICATIONS** .

By using our Online Services, you acknowledge receipt of the E-SIGN Disclosure and Consent Notice and agree that you have read and consent to the disclosures in the E-SIGN Notice.

You may use our customer inquiry form found at <http://www.plshome.com/Contact-PLS/> to contact us with inquiries, maintenance, and certain problem resolution issues. Regular email may not be a secure method of communication; therefore, we recommend you do not contact us by regular email. There may be times when you need to speak with someone immediately (especially to report lost or stolen Online Security Credentials, or to stop a payment). In those cases, do not use email; instead, you must call us at 1-866-679-4869.

All documents provided in electronic format from us to you will be considered “in writing.” You should print a copy of the documents for your records by using the “print” button in your browser or download the document to your desktop. You agree and we both intend for the federal Electronic Signatures in Global and National Commerce Act to apply to this Agreement and our ability to conduct business with you by electronic means. By using the Online Services you: (i) confirm your consent to receive documents in electronic format; and (ii) agree to the terms and conditions of this Agreement.

14. **OWNERSHIP OF WEBSITE** .

The content, information, and offers on our website are copyrighted by or licensed by PLS and the unauthorized use, reproduction, linking or distribution of any portion is strictly prohibited. We grant to you, for your personal or internal business purposes only, a nonexclusive, limited and revocable right to access and use Online Services. You agree not to use Online Services for any other purpose, including commercial purposes such as cobranding, linking or reselling, without our prior written consent. Our Online Services website is located in the United States; may be owned, hosted or controlled by us, our affiliates or a third party selected by us; and may also be used for other Internet Services offered by us or any of our affiliates. We make no representation or warranty that our website or Services is available or appropriate for use in countries other than the United States. You are responsible for complying with all laws (including foreign and domestic laws and regulations requiring governmental consent) applicable to where you view Online Services website or use our Services.

15. **WEBSITE LINKS** .

The Online Services website may contain links to other thirdparty websites. When linking to those thirdparty sites you are subject to the terms that govern those thirdparty sites. We are not responsible for, nor do we control, the content, products or services provided by such linked websites. We do not endorse or guarantee the products, information, services or recommendations provided by such linked sites and are not liable for any failure of products or services advertised on those websites. In addition, each thirdparty website may provide less security than we do and have a privacy policy different than ours. You should review such thirdparty website's security and privacy policy to understand your rights. Your access, use and reliance upon such content, products or services are at your own risk.

16. **GOVERNING LAW** .

Except as otherwise designated in this Agreement, this Agreement and the Online Services shall be governed by and construed in accordance with federal law and the laws of the State of Illinois, without regard to its conflict of law provisions. You consent to the jurisdiction of the courts of Cook County Illinois, and the United States of America for the Northern District of Illinois, and you agree that any legal action or proceeding with respect to this Agreement shall be commenced in such courts.

17. **LIMITATION OF OUR LIABILITY; NO WARRANTIES** .

WE, INCLUDING OUR AFFILIATES AND AGENTS, SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF TO ACCESS OR USE ONLINE SERVICES OR ANY SERVICE; FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES; TELEPHONE OR OTHER

INTERCONNECT PROBLEMS; INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS; PROBLEMS WITH INTERNET SERVICE PROVIDERS AND WIRELESS CARRIERS; PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES PROBLEMS WITH DATA TRANSMISSION FACILITIES; OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF ONLINE SERVICES OR ANY SERVICES IS AT YOUR SOLE RISK AND THAT ONLINE SERVICES AND ALL INFORMATION, SERVICES, PRODUCTS AND OTHER CONTENT (INCLUDING THIRDPARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM ANY WEBSITE IS PROVIDED ON AN "AS IS" BASIS AND IS SUBJECT TO CHANGE AT ANY TIME. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT ONLINE SERVICES OR ANY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERRORFREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, INCLUDING OUR AFFILIATES AND AGENTS, DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ONLINE SERVICES AND ALL INFORMATION, SERVICES AND OTHER CONTENT (INCLUDING THIRDPARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE ONLINE SERVICES WEBSITE.

**18. LIABILITY FOR UNAUTHORIZED TRANSACTIONS/RIGHT TO DISPUTE ERRORS** .

The terms and conditions in the Cardholder Agreement regarding our liability for failure to complete transactions, your liability for unauthorized transactions, and your right to dispute errors apply to your use of the Online Services website and Services.

**19. PRIVACY AND CONFIDENTIALITY** .

The importance of maintaining the confidentiality and privacy of the information provided by our customers is one of our highest priorities. Our Privacy Policy was provided to you when you received your Xpectations!® Visa Prepaid Card and is provided to you annually in a Card Account statement or a separate mailing. Please review it carefully. To view the most recent version of our Privacy Policy visit [www.consumercardaccess.com/myplscard](http://www.consumercardaccess.com/myplscard).

Our additional commitments for Services including Bill Pay are as follows: We will not share Payee information or Card Account information with nonaffiliated third parties without your authorization, except to furnish you the Online Services or as required or permitted by law. Subject to the foregoing, you are licensing to us any information, data, passwords, materials or other information you provide through or to us and the Service. We may modify, display, distribute and create new material using such information but only to provide the Services to you. By submitting information through these Services, you automatically agree or warrant that you are the owner of such information.

**20. BILL PAY** .

BILL PAY SERVICE. This Section 20 contains the terms for use of the Bill Pay Service, in which you authorize us to remit funds from your Card Account to Payees you have specified. Our



receipt of your Payment Instructions authorizes us to debit your Card Account and to remit funds on your behalf to the designated Payee.

When you enroll in this Service on our Online Services website and use it, those actions constitute your acknowledgment that you have read, understand and agree to the terms in this Section, and your intent to be bound by this Section and all future amendments.

You agree to pay service charges for the Bill Pay Service in accordance with our current fee schedule. Service charges will be deducted from your Card Account. Service charges for the Bill Pay Service are subject to change at any time.

You may request a payment to be made as one-time only or on an automatic recurring basis. If an automatic recurring Scheduled Payment Date falls on a non-Business Day, the payment will be made on the previous Business Day. Payments are made at our option either by paper check, electronically by ACH credit or through any other method we choose.

You may make payments to any business, merchant or professional with a valid United States address. We reserve the right to limit the amount of payments, the number of payments or the Payees you may designate. You agree not to make any payment of alimony, child support, taxes or other governmental service charges or court-ordered payment, payment for gambling debts or payment otherwise prohibited by law using the Bill Pay Service. We reserve the right to refuse to make a payment and will notify you promptly if your payment to the Payee is refused. In no event will we be liable for any claims or damages resulting from your scheduling these types of payments or our refusing to make such a payment.

You may use the Bill Pay Service 24 hours a day, seven days a week, except during maintenance periods. However, bill payments can only be processed on Business Days. Payment Instructions submitted before 3:00 p.m. Central Time on a Business Day are processed the same Business Day. Payment Instructions received after 3:00 p.m. Central Time on a Business Day or on a nonBusiness Day will be processed on the next Business Day.

You understand and agree that it is your responsibility to provide Payment Instructions in such a manner that the Payee receives your payment no later than the due date on the statement provided to you by the Payee. We recommend that you provide Payment Instructions no later than ten (10) Business Days prior to the Scheduled Payment Date. You must provide us with the correct Payee name, address, Payee Account information and payment amount. You also agree to follow product use instructions provided in the Bill Pay online tutorial. Your Card Account must contain sufficient collected funds to complete the payment on the date your funds are transferred (the "*Transmit Date*"). We will use reasonable efforts to properly and timely make all your payments. However, you agree that we will incur no liability if we are unable to complete any payments for the following reasons:

- erroneous or incomplete information is provided by you, which prevents accurate and timely payment;
- the payment was insufficiently funded;

- a Payee cannot or will not accept a payment delivered by us;
- a Payee delays crediting the payment to the account you have with the Payee;
- we suspect the payment of being fraudulent and have provided notification to you;  
or
- we suspect the Payee is a blocked entity under Office of Foreign Assets Control Sanctions.

Do not schedule duplicate payments. A duplicate payment is one that is scheduled to be made to the same Payee on the same day for the same amount.

We will notify you of failed or returned transactions. If we request additional information and you do not provide information needed to resolve the payment issue within five (5) Business Days, the payment request will be cancelled and funds will be recredited to your Card Account.

If you schedule a payment and follow the instructions as outlined above but the payment is not received by the Payee in a timely manner, you should contact our Customer Service department at 1-866-679-4869. You should also use reasonable efforts to seek reversal of any late service charges from Payees. However, in no event shall we be responsible for any loss you may incur as a consequence of late payment.

You must promptly provide notice to us of any unauthorized transfer at 1-866-679-4869, by writing to Xpectations!® Visa Prepaid Card, One South Wacker Drive - 36th Floor, Chicago, Illinois 60606, or by sending a message through our secure messaging system within Online Services. When you give your Online Security Credentials to another person or entity, you are authorizing that person or entity to use the Bill Pay Service; this means you are responsible for all payments that person or entity makes while using your Online Security Credentials, even those you did not intend or want performed. Your liability for unauthorized electronic transfers or payments is described in the Cardholder Agreement.

You acknowledge that, in providing the Bill Pay Service, we rely upon thirdparty service providers to provide database storage, database access, switching and other data communication services to us. Notwithstanding the foregoing, you acknowledge and agree that your rights under this Agreement shall be solely and exclusively against us.

If you do not have sufficient funds available on the Transmit Date, your payment request will not be processed. Your right to make Bill Payments will be terminated if, on two (2) occasions, the available funds in your Card Account are insufficient to make a Bill Pay Service payment you requested. You also understand that we will not be responsible for any loss or penalty you may incur due to lack of available funds or other conditions that may prevent the withdrawal of funds from your Card Account.

You may change or delete a single payment up until 9:30 p.m. Central Time on the Transmit Date for that payment. You may cancel or edit any Scheduled Payment (including

Recurring Payments) by following the directions within the Bill Pay Service. Once we have begun processing a payment it cannot be cancelled or edited, unless a stop payment request is submitted and is effective pursuant to the terms of this Agreement and your Cardholder Agreement. The fee for the stop payment service will be assessed according to our current fee schedule. Once an electronic payment is submitted and processed, it cannot be cancelled and you should contact the Payee for a refund.

While you may end your use of the Bill Pay Service at any time by notifying us in writing, any prior instructions received from you to make payments continue in effect until we receive the written notice and have had a reasonable time to act on it. Subject to applicable law, we may terminate your use of the Bill Pay Service if you do not comply with the terms of this Agreement or you do not maintain your Card Account in good standing. If your Card Account is closed we will automatically cancel your participation in the Bill Pay Service. Once we terminate this Agreement or the Bill Pay Service under Section 11 of this Agreement, no pending or future payments will be made, including but not limited to any payments scheduled in advance or any preauthorized Recurring Payments, and you must make other arrangements to make these payments.

## 21. **MOBILE SERVICES** .

The Mobile Services are provided to you by PLS and are powered by a third party (“*Licensor*”) mobile technology solution. Section A is a legal agreement between you and PLS.

### **SECTION A TERM AND CONDITIONS**

This Section 21 contains the terms for use of the Mobile Services in which we provide certain Services to you when using your Mobile Device (“*Mobile Services*”). When you enroll in the Mobile Services and/or use the Mobile Services, you acknowledge that you have read, understand and agree to the terms in this Section, and it is your intent to be bound by this Section and all future amendments.

We do not guarantee functionality of the Mobile Services on all Mobile Devices. Not all of the Services or the functionality of the Online Services website may be available when you use a Mobile Device, and the Mobile Service and its functionality may vary based on the type of Mobile Device you use. Services available through the Mobile Services may use different terminology and appear in different formats when viewed through your Mobile Device. You may be required to follow different instructions to access Services on your Mobile Device through the Mobile Service. Processing of payment and transfer instructions may take longer through the Mobile Service.

You are responsible for providing your own Mobile Device to access the Mobile Services.

You agree and provide your express consent to us, our agents and thirdparty vendors to (i) send you information through your wireless provider and that your wireless provider is acting as your agent in this capacity; (ii) use the telephone or mobile phone number, email address or other delivery location we have in our records to contact you to provide the Mobile Service; and (iii) contact you regarding transactional and service related purposes by any means including use of an auto dialer, predictive dialer or pre-recorded message or text message.

The Mobile Device that you use may be subject to unauthorized tracking or other manipulation by “spyware” or other malicious code. We are not responsible for detecting or advising you of the existence or potential effect of such malicious code, and your use of your Mobile Device is at your own risk. You understand and agree that text messages may not be encrypted and may contain personal or confidential information about you, such as your mobile phone number; your wireless provider’s name; the date, time and content of any messages, including Card Account activity and status of your Card Account; and other information that you or we may provide. Your wireless provider and other service providers may also collect data from your Mobile Service usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We will only use the information you provide to us from your Mobile Service usage in connection with our Online Services website or Services; however, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request; to avoid liability; or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with our Mobile Service, you agree to provide accurate, complete, and true information.

**Your wireless provider’s text message and data rates apply to your use of the Mobile Service.** You are responsible for any charges from your wireless provider. Your wireless provider’s charges for Internet access and text messaging and/or charge limitations for using the Mobile service are outside of our control. Please contact your wireless provider for information about your Internet access and text messaging plans. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

We reserve the right at all times to take actions to protect our systems and information, including denial of access to you of the Mobile Service. We reserve the right to determine your eligibility for the Mobile Service and any product, service or function available through the Mobile Service.

## 22. DEFINITIONS .

Certain capitalized terms used in this Agreement are defined below.

*“Alert(s)”* means the notification or message sent to you regarding your Card Account activity through the Alerts Service.

*“Alerts Service”* means our Service that sends notification to you of certain Card Account activity through phone, email or another method.

*“Authorized User”* means a person you or through execution of, as appropriate, a business resolution or power of attorney, has designated as authorized, with respect to the Card Account, to view Card Account, perform certain transactions and communicate with us on the Card Account using Online Services.

*“Business Day”* means Monday through Friday except federal holidays.

*“Bill Payment”* means a payment through the Bill Pay Service.

*“Bill Pay”* or *“Bill Pay Service”* means the Service that allows you to remit funds to designated Payees based upon your instructions to us via a computer or Mobile Device.

*“Card Account”* means the Card and associated records and funds that you access using Online Services website or any Service.

*“Cardholder Agreement”* means the agreement between you and the Issuer that governs your use of the Xpectations!® Visa Prepaid Card and your Card Account.

*“External Account”* means account(s) held by other financial institutions you register with us as a Transfer Account. You must be authorized to access the External Account.

*“Item”* means a check, money order, cashier’s check, official check, U.S. Treasury check or any other payment instrument drawn on or payable through a United States financial institution payable in United States dollars from a payor to you.

*“Mobile Device”* means a mobile phone, tablet or personal digital assistant (*“PDA”*) that has Text Messaging capabilities and/or is web-enabled.

*“Mobile Service”* means our Service that allows you to use a Mobile Device to access Online Services, including Text Messaging capabilities, if applicable.

*“Payee”* is the person or business entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

*“Payee Account”* is your account with your Payee.

*“Payment Instruction”* is the information provided by you to us for a Bill Payment to be made to the Payee (such as, but not limited to, Payee name, Payee Account number and Scheduled Payment Date).

*“Recurring Payment”* means payments of a fixed amount designated by you to a Payee designated by you made on a regular time interval.

*“Scheduled Payment”* is a payment that has been scheduled through the Bill Payment service but has not begun processing.

*“Scheduled Payment Date”* is the day you want your Payee to receive your payment unless the Scheduled Payment Date falls on a nonBusiness Day, in which case it will be considered to be the previous Business Day.

*“Online Security Credentials”* means the information we use to identify you when accessing your Card Accounts and Services and may include security devices, Card Account numbers, PINs, card numbers, user ID, password, tokens, and challenge questions and answers. Online Security Credentials may be assigned to you by us or selected by you, as may be updated from time to time.

*“Services”* means the services you access using the Online Services offered by PLS.

*“Text Messaging”* means a function available to you as part of the Mobile Service that allows you to send and receive messages related to your Card Accounts using your Mobile Device.

*“Transfer Account”* means another Xpectations!™ Visa Prepaid Card Account that you designate to receive the transfer of funds from your Card Account.

*“We,” “us,” “our,”* means PLS Financial Services, Inc., which manages your Card Account (issued by the Bancorp Bank), provides Online Services and Services, and any affiliate or agent, independent contractor or assignee that we may, in our sole discretion, engage in providing Online Services or Services.

*“You,” “your” or “yours”* means an individual who has successfully registered a Card Account or is a partyininterest to the Card Account (such as an Authorized User).