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CARDHOLDER AGREEMENT – PAYPAL DEBIT MASTERCARD®

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the PayPal Debit Card

Last Update: May 17, 2022

This Cardholder Agreement ("Agreement") outlines the terms and conditions under which the PayPal Debit Card ("Card") has been issued to you by The Bancorp Bank, Wilmington, Delaware ("The Bancorp Bank" or "Issuer"). The Issuer is an FDIC-insured member institution. This Agreement supplements, but does not replace, the PayPal User Agreement and other applicable agreements between you and PayPal, Inc. ("PayPal"). This Agreement is provided to you in electronic format pursuant to the Electronic Communications Delivery Policy (</webapps/mpp/ua/esign-full>) that you accepted and agreed to when you opened your PayPal account. By accepting and using the Card, you agree to be bound by the terms and conditions in this Agreement, as well as the terms of the PayPal User Agreement between you and PayPal. "Card Account" means the records that are maintained to account for the value of claims associated with the Card. "You" and "your" means the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" mean the Issuer, our successors, affiliates, assignees and our third-party service providers.

The expiration date of the Card is identified on the back of the Card. You agree to sign the back of the Card immediately upon receipt. The Card is the property of the Issuer and must be surrendered upon demand. The Card is a debit card. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. You agree that the Card will be used primarily for personal, family and household purposes only and not for business use. We may close the Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

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

THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT. See Section 22 (Arbitration) below.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD 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 Card Account. What this means for you: When you open a Card 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.

1. **Card.** The Card gives you the ability to access those funds held in a balance holding account with PayPal ("Balance Account"). A Balance Account includes accounts currently known as a PayPal Balance Account as well as any account currently or previously known as a PayPal Cash Plus account.
2. **Activation.** You must activate the Card before it can be used. You may activate the Card by calling 1-800-314-8298 or online at www.paypal.com/activatecard. For your security, you will need to provide personal information in order to verify your identity and complete the activation process.
3. **Your representations and warranties.** By activating the Card or by retaining, using or authorizing the use of 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); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States ("U.S.") or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.
4. **Using the Card.**

4.1 Purchases and ATM Withdrawals.

With your Personal Identification Number ("PIN"), you may use the Card to obtain cash at any Automated Teller Machine ("ATM") that displays the Mastercard®, Cirrus®, PULSE® or MoneyPass® Acceptance Marks, subject to your applicable daily cash withdrawal limit. Fees may apply; See Section 5 (PayPal Debit Card Fees) for further details. If given the option, select "Checking" when using an ATM. MoneyPass Network ATMs are not available in all areas, including the U.S. Virgin Islands (go to www.moneypass.com for a MoneyPass ATM locator). ATM owner-operators may impose their own fees and lower limits on cash withdrawals. All ATM transactions are treated as cash withdrawal transactions and subject to your daily cash withdrawal limit. You

may also use your PIN at any Point-of-Sale (“POS”) device, as permissible by a merchant that bears the Maestro® or PULSE® Acceptance Marks, and subject to your daily purchase limit. Each time you use the Card, you authorize us to reduce the value available in your Balance Account by the amount of the transaction and any applicable fees.

4.2 ATM Withdrawal and Spending Limits. There is a standard daily limit of \$400.00 for ATM withdrawals and cash-like withdrawals, and a standard \$3,000.00 daily limit for purchases. These daily limits are subject to periodic review and are subject to change based on your PayPal account history, activity, and other factors. PayPal retains sole discretion to apply and change these limits. You may log-in to your PayPal account to see your specific limits in effect.

4.3 Automatic Top Up; Authorization.

4.3.1 Transactions made with the Card are funded solely by funds held in your Balance Account. To ensure that the funds held in your Balance Account are sufficient to cover transactions you make with the Card, PayPal can automatically add funds to (“top up”) your Balance Account by transferring funds from your bank accounts or debit cards that are linked to your PayPal account (your “Top Up Source”) whenever the funds available in your Balance Account are less than the transaction amount. PayPal cannot top up your Balance Account using a linked credit card. You can toggle the top up feature ‘on’ or ‘off’ in your PayPal account settings.

4.3.2 PayPal establishes a set, default amount for each top up (e.g., \$10). The default amount will be transferred from your Top Up Source to your Balance Account each time a top up is required to complete a Card transaction. To the extent multiple top ups are required to complete a transaction, PayPal will top up your Balance Account with a multiple of the top up amount.

Examples:

Single Top Up

You have \$25 in your Balance Account and attempt to make a \$30 purchase using the Card. The default top up amount is \$10. Since the purchase amount exceeds funds available in your Balance Account by \$5, an automatic top up to your Balance Account is triggered in the default amount of \$10. This brings the funds available in your Balance Account to \$35 and allows you to complete the \$30 transaction, leaving \$5 in your Balance Account. Your bank or debit card statement will show a corresponding \$10 transfer to PayPal.

Multiple Top Ups

You have \$5 in your Balance Account and attempt to make a \$100 purchase using the Card. The default top up amount is \$10. Since the purchase amount exceeds the funds available in your Balance Account by \$95, an automatic top up to your Balance Account is triggered. A single default top up of \$10, however, would not allow you to complete the transaction. Instead, the top up will be for a multiple of the default top up amount necessary to complete the transaction. In this case, it would take 10 top ups of \$10 ($\$10 \times 10 = \100) to complete the transaction. PayPal will combine the 10 top ups into a single \$100 top up, bringing the funds available in your Balance Account to \$105. This allows you to complete the \$100 transaction and leaves \$5 in your Balance Account. Your bank or debit card statement will show a corresponding \$100 transfer to PayPal.

4.3.3 By using the Card, **you hereby authorize PayPal to automatically debit your linked bank account or debit card, as applicable**, for the default top up amount (or multiples thereof) as necessary to complete any transaction conducted using the Card. You further agree that once a top up transfer from your bank account or debit card has been initiated, you will not be able to cancel the transfer and that PayPal may resubmit any top up transfer that is returned for insufficient or uncollected funds, except as otherwise provided by the ACH rules or applicable law. You may be subject to third-party fees, such as insufficient fund fees, reversal fees, or ACH insufficient fund fees that a bank may charge if your top up transfer is rejected.

4.3.4 If you disable the top-up feature or delete your linked bank account or debit card from your PayPal account, we will not be able to top up your Balance Account and any Card transaction that exceeds the funds available in your Balance Account will be declined.

4.4 Split Tender Transactions.

Some merchants do not allow split transactions, where you use the Card as partial payment for goods and services and pay the remaining amount 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 the amount you wish to use from your Balance Account, subject to the amount of funds available in your Balance Account and your daily spend limit. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining amount 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.

4.5 Authorization Holds.

When you use your Card to purchase goods or services or to obtain cash from a merchant, the merchant may attempt to obtain preauthorization from us for the transaction. If the merchant makes such a request, we place a hold on your Card Account for up to ten (10) days for the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase, depending on the merchant). This hold may affect the availability of funds in your Balance Account. If you authorize a transaction and then fail to make a 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. **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. If the Card is declined, even though you have sufficient funds available, use the Card to pay for your purchase inside with the cashier. This hold will be released once the merchant submits the transaction for settlement, which may take up to ten (10) days. 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% to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Preauthorization 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(s).** We will not 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 Balance Account, even if this results in your Balance Account becoming negative. You remain responsible for any negative amounts.

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

4.6 Card not Present Transactions.

If you use the 16-digit Card number without presenting the Card in person (such as for a mail order, telephone, or internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of such transactions you may make. You may not use the Card for illegal gambling or any other illegal transaction.

4.7 Foreign Transactions.

If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from your Balance Account will be converted by Mastercard International Incorporated into an amount in the currency of the Card. 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 clearing date, which may vary from the rate Mastercard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central clearing date. If you obtain funds or make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 2.5% 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. See Section 5 (PayPal Debit Card Fees) below for details.

5. PayPal Debit Card Fees.

All fee amounts will be assessed to and withdrawn from the funds in your Balance Account, except where prohibited by law. If the amount of any transaction, inclusive of any fees charged by us, PayPal, or by any third party (for example, an individual ATM operator) exceeds your available Balance, your transaction will be declined.

MoneyPass® ATM Withdrawal	\$0
ATM Domestic Withdrawal Fee*	\$2.50 per ATM withdrawal within U.S. (plus any amounts charged by the ATM owner).
Over the Counter Withdrawal Fee	\$3.00 per withdrawal if a signature is required to obtain cash.
ATM International Withdrawal Fee*	\$2.50 per withdrawal from a non-U.S. ATM. This fee will apply even if the transaction does not require a currency conversion.
Foreign Transaction Fee	2.5% of the purchase amount, from a non-U.S. merchant or use at a non-U.S. 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 Balance Account.

6. **Personal Identification Number.** The PIN is a security code, which is designed to protect the Card Account against unauthorized use. You setup the PIN when you activate the Card at www.paypal.com/activatecard. The PIN is only able to be established online, and not over the phone. The PIN provides enhanced security for the Card Account and may be used when making transactions to the Card. It is your electronic signature. Since the PIN is for security purposes, you should memorize it and it should not be disclosed to anyone. You should not write or keep the PIN with the Card. When entering the PIN, be sure it cannot be observed by others and do not enter the PIN into any terminal that appears to be modified or suspicious. You can change the PIN at any time by clicking “Manage Card” within your PayPal Debit Card settings on www.paypal.com or on the PayPal mobile app. A temporary hold can be placed on the Card Account if the PIN has been compromised or if the Card is lost or stolen. Maintaining the security of the PIN and Card is your responsibility. If you believe that anyone has gained unauthorized access to the PIN, you should contact Customer Service immediately using the contact information found below in Section 19 (Customer Service).
7. **Authorized Users.** 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.
8. **Secondary Cardholder.** You may not request an additional Card for another person.
9. **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 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 Card. If you have a problem with a purchase that you made with the Card, or if you have a dispute with the merchant, you must handle it directly with the merchant.
10. **Card Replacement.** If you need to replace the Card for any reason, please call 844-896-4937 to request a replacement Card. You will be required to provide personal information which may include the 16-digit Card number, your full name and knowledge of the Card transaction history.
11. **Confidentiality.** We may disclose information to third parties about your Card or the transactions you make:
 - . Where it is necessary for completing transactions;
 - a. In order to verify the existence and condition of the Card for a third party, such as a merchant;
 - b. In order to comply with government agency, court order, or other legal, regulatory or administrative reporting requirements;
 - c. If you consent by giving us your written permission;
 - d. To our employees, auditors, affiliates, service providers, or attorneys as needed; or

- e. Otherwise as necessary to fulfill our obligations under this Agreement.

12. Our Liability for Failure to Complete Transactions. If we do not properly complete a transaction from the Card on time or in the correct amount according to this Agreement with you, we will be liable for your losses or damages.

However, there are some exceptions. We will not be liable, for instance:

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

13. Your Liability for Unauthorized Transfers.

- . Contact us at once if you believe the Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe the Card has been lost or stolen, or that someone has transferred money or may transfer money from your Balance Account without your permission, call 844-896-4937. Under Mastercard Rules, you will not be held responsible for unauthorized transactions if you have used reasonable care in protecting your Card from loss or theft and you have promptly reported to us when you knew that your Card was lost or stolen. Zero Liability does not apply to Mastercard payment cards that are used for commercial purposes, or anonymous 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 us within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used your 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 Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

- a. Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in Section 17 (Information About Your Right to Dispute Errors). If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods. If the Card has been lost or stolen, we will close the Card Account to keep losses down and will send a replacement card.

14. Right to Receipts and Periodic Statements. You should get a receipt at the time you make a transaction with the Card. You have the right to receive an account statement showing your PayPal activity, including a record of transactions made using the Card. You may view your PayPal statement by logging into your PayPal account at <https://www.paypal.com/us/signin>.

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 Delaware except to the extent governed by federal law.

16. Amendment and Cancellation. We may amend or change the terms and conditions of this Agreement by posting a revised version on our website at </webapps/mpp/ua/cashcard-agreement>, and any such amendment shall be effective upon such posting to that website. The current Agreement is available at </webapps/mpp/ua/cashcard-agreement>. 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 your 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.

17. Information About Your Right to Dispute Errors.

17.1 Protection for Unauthorized Transactions and Other Errors.

When an Unauthorized Transaction or Other Error occurs in the Card Account, including Unauthorized Transactions that occur because the Card has been lost or stolen, we will cover you for the full amount of every eligible Unauthorized Transaction or Other Error, as long as you follow the

procedures discussed below in Section 17.2 (Notification Requirements) or the PayPal User Agreement, as appropriate.

An “Unauthorized Transaction” is a type of error that occurs when funds are sent from your Card Account that you did not authorize and did not benefit you. For example, if someone steals or fraudulently obtains the Card and PIN, and makes a withdrawal from the Card Account, an Unauthorized Transaction has occurred. If you grant authority to someone to use the Card, you will be responsible for all transactions conducted by them with the Card even if they conducted more transactions than you authorized, unless you notified us that transactions by that person are no longer authorized.

In addition, “Other Errors” occur when money is either incorrectly taken from the Card Account or incorrectly placed into the Card Account, or when transactions are incorrectly recorded in the Card Account. Other Errors that are covered by us are limited to the following events: if you send a payment and it is incorrectly debited from the Card Account; if an incorrect amount is credited to the Card Account; if a transaction is missing from or not properly identified in the Card Account statement; if you receive an incorrect amount of money at an ATM; and if there is a computational or mathematical error by us.

You may request documentation or information regarding the Card Account or a transaction(s) to determine whether an Unauthorized Transaction or Other Error exists by contacting PayPal through the Contact Us link at the bottom of each page of the PayPal website.

17.2 Notification Requirements. In case of errors or questions about your electronic transactions, call 844-896-4937 or write to PayPal Card Department, Attn: Dispute Resolution, P.O. Box 45950, Omaha, NE 68145-0950, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access the Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling 844-896-4937 or writing to PayPal Card Department, Attn: Dispute Resolution, P.O. Box 45960, Omaha, NE 68145-0950. You will need to provide:

- . Your name and the 16-digit Card number
- a. Why you believe there is an error, and the dollar amount involved
- b. Approximately when the error took place.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit the Card Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit the Card Account.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Card Accounts, we may take up to twenty (20) business days to credit the Card Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, call 844-896-4937 during the hours listed below in Section 19 (Customer Service).

17.3 Processing Errors.

We will rectify any processing error that we discover. If the error results in your receipt of less than the correct amount to which you are entitled, we will credit the Card Account for the difference. If the error results in your receipt of more than the correct amount to which you are entitled, we will debit the extra funds from the Card Account. If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable for your losses or damages directly caused by this failure, unless: (a) through no fault of ours, you did not have enough available funds to complete the transaction, (b) our system was not working properly and you knew about the breakdown when you started the transaction, or (c) circumstances beyond our control (such as fire, flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

18. 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.

19. Customer Service. For customer service or additional information regarding the Card, please contact:

PayPal Card Program
PO Box 45950
Omaha NE 68145-0950
844-896-4937

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).

20. **Telephone Monitoring/Recording.** 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.
21. **No Warranty Regarding Goods or Services as Applicable.** We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Card.
22. **Arbitration.** Any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: i) this Agreement; ii) the Card; iii) your acquisition of the Card; iv) your use of the Card; v) the amount of available funds in the Card Account; vi) advertisements, promotions or oral or written statements related to the Card, as well as goods or services purchased with the Card; vii) the benefits and services related to the Card; or viii) transactions on the 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. If this section conflicts in any way with the Agreement to Arbitrate section of the PayPal User Agreement, this section will control with respect to any Claim. 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 organization, contact: AAA, 335 Madison Avenue, New York, NY 10017 or at www.adr.org.

All determinations as to the scope, interpretation, enforceability and validity of this Agreement 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 having jurisdiction.

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.

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of the Card, or any amounts owed on the Card Account, to any other person or entity; or iv) expiration of the 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 CARD, OR IF IT HAS ALREADY BEEN ACTIVATED, CANCEL IT. YOU MAY CANCEL THE CARD BY CALLING CUSTOMER SERVICE AT 844-896-4937.

The PAYPAL DEBIT MASTERCARD ("PayPal Debit Card") is issued by The Bancorp Bank pursuant to a license by Mastercard International Incorporated. Mastercard is a registered trademark and the circles design is a trademark of Mastercard International Incorporated. The Bancorp Bank is issuer of the Card only and not responsible for the associated accounts or other products, services or offers from PayPal. Card may be used everywhere Mastercard is accepted. The Bancorp Bank does not hold your PayPal Balance account funds.