

## **VIRTUAL ACCOUNTHOLDER AGREEMENT** **IMPORTANT – PLEASE READ CAREFULLY**

### **1. Terms and Conditions**

This Virtual Accountholder Agreement ("Agreement") constitutes the terms and conditions under which the Visa® Virtual Account (the **Virtual Account**) has been issued to you by The Bancorp Bank, N.A., Member FDIC (the "Issuer"). By accepting and using the Virtual Account, you agree to be bound by the terms and conditions contained in this Agreement. "You," "your," or "Virtual Accountholder" mean the person or persons who receive the Virtual Account and are authorized to use it as provided for in this Agreement. "We," "us," and "our" mean the Issuer, our successors, affiliates or assignees, and as applicable, the Program Manager. "Program Manager" means [Group O, Inc], the entity providing certain services for sponsoring, servicing and/or managing the Virtual Account program on our behalf. "Program Sponsor" means the corporate entity responsible for sponsoring and funding the Virtual Account program. You have received this Virtual Account as a gratuity without the payment of any monetary value or consideration. You have been authorized by the Program Sponsor to spend the funds on the Virtual Account, subject to the expiration of the funds and other limitations, but you are not the owner of the Virtual Account or the underlying funds. Your failure to use the Virtual Account will result in the loss of all right, title and interest in the Virtual Account and the underlying funds. The expiration date of the Virtual Account is identified on the front of the Virtual Account. The Virtual Account is a prepaid Virtual Account. The Virtual Account is not a gift or a gift certificate. The Virtual Account is not connected in any way to any other account. The Virtual Account is not a credit card. The Virtual Account is not for resale. You will not receive any interest on the funds on the Virtual Account. The Virtual Account is the property of the Issuer and must be surrendered upon demand. The Virtual Account is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Virtual Account is not designed for business use, and we may close it if we determine it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement. Write down the Virtual Account number and the customer service phone number provided in this Agreement on a separate piece of paper in case the Virtual Account is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

### **2. Customer Service**

For customer service or additional information regarding the Virtual Account, please contact "**Customer Service**" at the "**Address**," "**Phone Number**," or "**Website**" below:  
Group O, Inc Card Services  
4905 77th Ave E Milan IL 61264  
(866) 212-0733  
Rewards.groupo.com

Customer Service agents are available to answer your calls:

Monday through Friday, 7 a.m. to 7 p.m. CT

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

### **3. Activating the Virtual Account**

The Virtual Account is active when it is received. The Virtual Account may be used immediately upon its receipt.

**By using the Virtual Account, you represent and warrant to us that:** (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older; and (ii) you received a copy of this Agreement and understand and agree that the terms of the Agreement are binding.

### **4. Registering The Virtual Account**

You are encouraged to register this Virtual Account in your own name by calling our Phone Number or by visiting the Website promptly upon receipt. Registering the Virtual Account can help establish who the rightful Virtual Accountholder is in the event the Virtual Account is lost, stolen, or destroyed. Additionally, some online, mail and telephone order merchants may require that certain personal information, such as the Virtual Accountholder's name and address, be on file with the Issuer prior to approving purchases. If the Virtual Account is not registered in advance, these merchants might decline the purchase even though there are sufficient funds on the Virtual Account.

**By registering the Virtual Account, you represent and warrant to us that:** (i) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States or the District of Columbia; and (ii) you have provided us with a verifiable U.S. Street address (not a P.O. Box).

### **5. Personal Identification Number ("PIN")**

You will not receive a PIN with the Virtual Account. However, you can create one by calling the 800# or visiting the website. The PIN you select can be any 4-digit code. You must use the same PIN for each subsequent PIN-based transaction. Avoid using obvious combinations like 1234, 4 identical numbers, your birthday or year.

You should not write or keep the PIN with the Virtual Account. Never share the PIN with anyone. 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. If you believe anyone has gained unauthorized access to the PIN, contact Customer Service immediately.

### **6. Authorized Use**

You are responsible for all authorized transactions initiated and fees incurred by use of the Virtual Account. If you permit another person to have access to the Virtual Account or Virtual Account number, we will treat this as if you have authorized such use, and you will be liable for all

transactions and fees incurred by those persons. You are wholly responsible for the use of each Virtual Account according to the terms and conditions of this Agreement.

## **7. Loading and Using the Virtual Account**

You may not load funds to the Virtual Account. The Program Sponsor is responsible for ensuring funds are available on the Virtual Account. You may not use the Virtual Account to obtain cash from an Automated Teller Machine ("ATM") Point-of-Sale ("POS") device or by any other means.

These are the limits associated with the Virtual Account:

Transaction Type	Frequency and/or Dollar Limits
Max Balance (initial load)	\$2,000
Virtual Account Purchases (Signature)	Unlimited times per 24-hour calendar day, \$2,000 per transaction, up to \$2,000 per 24-hour calendar day
Virtual Account Purchases (PIN)	Unlimited times per 24-hour calendar day, \$2,000 per transaction, up to \$2,000 per 24-hour calendar day

For Virtual Account balance information, please call our Phone Number or visit the Website.

Some merchants do not allow Virtual Accountholders to conduct split transactions where you use the Virtual Account as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Virtual 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 the Virtual Account, the Virtual Account is likely to be declined.

If you use the 16-digit Virtual Account number without presenting the Virtual Account (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you had used the Virtual Account itself. **Virtual 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 the Virtual Account. You may not use the Virtual Account for any illegal transaction. **We may increase, reduce, cancel, or suspend any of the restrictions or add new ones at any time.** The Virtual Account cannot be redeemed for cash.

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

## **8. Fee Schedule**

There is no fee for using the virtual account.

## **9. Preauthorized Transactions**

The Virtual Account cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers, or recurring transactions or subscriptions. If presented for payment, preauthorized direct debits will be declined and payment to the merchant or provider will not be made. You are not authorized to provide the combination of the Issuer's bank routing number and the Virtual Account number to anyone.

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

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

## **10. Non-Visa Debit Transactions**

Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on another network. If you do not enter a PIN, transactions may be processed as either a Visa debit transaction, Maestro transaction or an Interlink transaction. Should you choose to use a non-Visa network when making a transaction without a PIN, different terms may apply.

To initiate a Visa debit transaction, provide the 16-digit Virtual Account number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction, provide the 16-digit Virtual Account number after clearly indicating a preference to route the transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

## **11. Merchant Disputes, Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with the Virtual Account, you agree to accept credits to the Virtual Account for such refunds and agree to the refund policy of that merchant. Any Merchant disputes, returns, or refunds must be addressed and handled directly with the merchant from whom the transaction posted, or those goods or services were provided.

## **12. Virtual account Expiration and Replacement**

**The funds on the Virtual Account expire when the Virtual Account expires.** You should use the funds on the Virtual Account before Virtual Account expiration, as the funds will not be made available to you after the Virtual Account expires. We are not responsible for replacing funds that may have expired. Replacement Virtual Accounts, if available, are subject to the policies of the Program Sponsor.

## **13. Foreign Transactions**

You may use the Virtual account to purchase or lease goods or services everywhere Visa debit virtual accounts, Maestro virtual accounts, and Interlink virtual accounts are accepted as long as you do not exceed the available value of the Virtual Account, and other restrictions (see examples described below) do not apply. If you make a purchase in a currency other than the currency in which the Virtual Account was issued, the amount deducted from the funds will be converted by Visa into an amount in the currency of the Virtual Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. If you make a purchase in a currency other than the currency in which the Virtual account was issued, the Issuer may assess a foreign currency conversion fee of 3% 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.

## **14. Virtual Account Balance/Transaction History**

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

## **15. Confidentiality**

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

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

## **16. Our Liability**

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

- (1) If through no fault of ours, you do not have enough funds available on the Virtual Account to complete the transaction;
- (2) If a merchant refuses to accept the Virtual Account;
- (3) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (4) If access to the Virtual Account has been blocked after you reported the Virtual Account lost or stolen;
- (5) If there is a hold or the funds are subject to legal or administrative process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (8) For any other exception stated in our Agreement with you.

## **17. Unauthorized Transactions**

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

Under Visa Core Rules, your liability for unauthorized Visa debit transactions on your Virtual Account is \$0.00 if you are not negligent or fraudulent in the handling of your Virtual Account. This reduced liability does not apply to certain commercial Virtual Account transactions, transactions not processed by Visa, or to anonymous prepaid Virtual Accounts (until such time as the identity of the Virtual Accountholder has been registered with us). You must notify us immediately of any unauthorized use.

## **18. Other Miscellaneous Terms**

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

## **19. Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our Website, and any such amendment shall be effective upon such posting to that website. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend the Virtual Account or this Agreement at any time. You may cancel this Agreement by returning the Virtual Account to us. The termination of the Virtual Account or this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. In the event this Virtual Account program is cancelled, closed, or terminated, we will send you prior notice in accordance with applicable law. Any unused funds will be returned to the Program Sponsor.

## **20. 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.

## **21. Arbitration**

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Virtual Account; iii) your acquisition of the Virtual Account; iv) your use of the Virtual Account; v) the amount of available funds on the Virtual Account; vi) advertisements, promotions or oral or written statements related to the Virtual Account, as well as goods or services purchased with the Virtual Account; vii) the benefits and services related to the Virtual Account; or viii) transactions on the Virtual Account, 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 organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at [www.adr.org](http://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 Virtual Account, or any amounts owed on the Virtual Account, to any other person or entity; or iv) expiration of the Virtual Account. 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 VIRTUAL ACCOUNT. CALL 866-212-0733 TO CANCEL THE VIRTUAL ACCOUNT AND TO REQUEST A REFUND.**

This Visa Virtual Account is issued by The Bancorp Bank, N.A., Member FDIC, pursuant to a license from Visa U.S.A. Inc.  
This Virtual Accountholder Agreement is effective (5/1/2025)