

by the card network, which could be a different rate from the rate on the date the transaction occurred or when it is posted to your account. The card network will charge a cross-border fee of .8% and currency conversion fee of .2% (for a total fee of 1% of the transaction amount) to be included in the transaction amount.

#### **Section 2. FEES**

An inactivity fee will be deducted from the available Card balance after 12 months of inactivity. The inactivity fee is \$5.00 per month for the 13th through 24th month of continuous inactivity and \$1.00 for each month of continuous inactivity thereafter. There is a \$5.00 fee to replace lost or stolen cards. All fees incurred under this section will be deducted from the Card automatically without further notice to you.

#### **Section 3. DISCLOSURE OF INFORMATION TO THIRD PARTIES**

Information about the Card or Card transactions may be disclosed to and by third parties on the Issuer's or Servicer's behalf including:

- Where necessary to complete the transaction (e.g. to verify the existence and condition of your Card to a merchant); or
- To comply with government agency or court orders or as otherwise required by law or in connection with examinations by banking authorities; or
- For analytical purposes; or
- For other lawful purposes.

**Section 4. NEGATIVE BALANCES YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON YOUR CARD.** If you attempt to use the Card when there are insufficient funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of funds available on your Card occurs due to a systems malfunction or otherwise, you shall remain fully liable to Issuer for the amount of the transaction and any applicable fees or charges.

#### **Section 5. PREAUTHORIZED TRANSFERS**

You may not make pre-authorized, regular payments with the Card, including any automatic withdrawals for recurring monthly bills. If a violation of this section causes you to exceed your available balance, you may be liable for the amounts described in Section 4.

#### **Section 6. LIMITATION OF LIABILITY**

Issuer and Servicer are not liable for any failure to complete transactions due to acts of God, acts of government or the MasterCard network or regulatory bodies which significantly inhibit or prohibit Card services, wars, acts of terrorism, fires, floods, explosions, natural catastrophes, civil disturbances, strikes, riots, unusually severe weather (such as tornadoes), or failures or fluctuations in electrical power, heat, light, air conditioning, computer or telecommunications services or equipment or any other cause not within the reasonable control of Issuer or Servicer. From time to time the Card service may be inoperative, and when this happens, you may be unable to use

your Card or obtain information about your balance. Please call Cardholder Services at 1-888-265-8228 if you have any problems using your Card. You agree that Issuer and Servicer are not responsible for any interruption of service.

#### **Section 7. NO WARRANTY REGARDING GOODS AND SERVICES**

Issuer and Servicer are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card and you must process any dispute directly with the merchant.

#### **Section 8. LOST OR STOLEN CARDS**

You agree to safeguard the Card and treat it like cash. If you do not contact us immediately, you could lose all the money in your account. The Card can be replaced if it is lost or stolen. If your Card is lost or stolen, promptly notify Servicer by calling 1-888-265-8228. A replacement Card in the amount of your remaining balance minus a replacement card fee of \$ 5.00 may be available. However, you must provide your Card number to cancel your Card. In addition, you must present your original purchase receipt and Card number to the bank location where you purchased the Card to receive a replacement Card. Keep a record of your Card number and your original purchase receipt in a safe place, separate from the Card.

#### **Section 9. AMENDMENT AND CANCELLATION**

Issuer may amend or change the terms of this Agreement at any time. 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, Issuer can implement such change without prior notice.

Issuer may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to Issuer. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

#### **Section 10. OTHER TERMS**

Your obligations under this Agreement may not be assigned. Issuer may transfer its rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. Issuer does not waive its rights by delaying or failing to exercise them at anytime. 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 Tennessee except to the extent governed by federal law.

*This card is issued by First Bank, pursuant to a license from MasterCard International Incorporated. MasterCard is a registered trademark of MasterCard International Incorporated.*

# MasterCard® Gift Card Cardholder Agreement

You've been given a MasterCard® Gift Card. This prepaid card can be used anywhere MasterCard® is accepted, subject to the Terms and Conditions.

For information regarding use of your card, please refer to the details below and on the reverse.

Use of this Card is subject to the Terms and Conditions. The Card is not reloadable and cannot be redeemed for cash. A fee will be deducted from the available Card balance after 12 months of inactivity. The fee is \$5.00 per month for the 13th through 24th month of continuous inactivity and \$1.00 for each month of continuous inactivity thereafter. A replacement card fee of \$5.00 will apply to replace a lost or stolen card.

The "valid thru" date indicated on the card is the date the card plastic expires and you may not use the card plastic after the "valid thru" date. The available funds on the card do not expire on the "valid thru" date. If you have available funds on the card after the "valid thru" date, you may request a replacement card by calling 1-888-265-8228. The available funds will expire on the date that is five (5) years after the original purchase date of the card.

## HOW TO USE THE CARD

### What do I need to do when I receive my card?

You MUST activate your card before using it. Follow the 'How to activate your card' instructions below.

### How to activate your card:

The first time you call the Interactive Voice Response (IVR) system, you will be asked to activate your card using an activation code and to set an access code that will be used anytime you use the IVR system.

1. From a touch-tone phone, call the toll-free Cardholder Services number on the back of the card.
2. Enter the card number.

3. The IVR will ask you to enter your activation code, which is located on the back of the card and may be accessed by scratching off the silver foil.
4. Follow the instructions to set a 5-digit access code. This will be used anytime you use the IVR system. When choosing your 5-digit access code, do not use:
  - Numbers in a row, such as 34567 or 87654.
  - Five numbers that are the same, such as 33333.
5. When prompted by the IVR, press (1) for cardholder information. The IVR will provide your card balance.

*Note: Once your card is activated, sign the back of your card.*

### How to make a purchase:

You can use your card to make purchases at any location that displays the MasterCard brand.

1. Select the "Credit" button on the point-of-sale device.
2. Swipe your card.
3. Sign the receipt.

### What if I want to make a purchase over the amount on my card?

A split tender purchase allows you to use your card towards a purchase and pay the balance of the purchase amount with another form of payment, such as cash or another card. Most retailers allow this type of transaction, but some will only accept cash as payment for the remaining balance. You should check with the merchant before making your purchase. You will also need to tell the cashier the exact amount you want taken from your card.

### Balance Inquiries:

For card balance information visit us online [www.cardholder.comdata.com](http://www.cardholder.comdata.com) or call Cardholder Services at 1-888-265-8228.

## GIFT CARD TERMS AND CONDITIONS

The Gift Card (referred to below as "the Card") is issued by First Bank ("Issuer") and serviced by Comdata Network, Inc. ("Servicer") and may be used only in the manner and for the purposes authorized by these Terms and Conditions. For purposes of these disclosures, Issuer's business days are Monday through Friday, holidays excluded.

### Section 1. TRANSACTION TYPES AND LIMITATIONS

Using the Card. You may use the Card to pay for purchases anywhere that MasterCard cards are accepted, except for Prohibited Transactions as described below. A purchase transaction will cause the amount available on the Card to be reduced by the amount of the purchase. The Card is provided for your use, and you agree to use the Card only as instructed. You are responsible for all use of the Card. Please sign your card immediately upon receipt. A merchant may refuse to accept an unsigned Card.

Prohibited Transactions. PIN-based transactions are not available with the Card. You must provide your signature in order to make a purchase with the Card. You must present your Card to initiate purchases. Certain online transactions, including those at gaming merchants (MCC 7995), mail order and telephone purchases are not allowed. You may not use the Card to withdraw funds or receive cash advances and the Card is not redeemable for cash. You may not use the card for any illegal purpose, including the purchase of illegal goods or services.

In addition, the Card may not be used to reserve any balance that has not yet accrued, such as to reserve hotel rooms or rental cars, or to "pay at the pump" in advance of a gasoline purchase. You also may not use the Card to add a tip after a transaction has been processed with the Card; for example, at restaurants or for beauty services. You will be responsible for any violations of these restrictions as described in Section 4.

Limitation on Frequency of Transactions. There is no limit on how frequently you may use your Card to make purchases. However, you may not make transactions that exceed the amount of funds available on your Card.

International Transactions. The Cards are intended for U.S. transactions only. If you use your Card outside the United States, or if you obtain funds (or make a purchase) in a currency other than U.S. Dollars, then the amount deducted from your funds will be converted into U.S. Dollars by the applicable card network (Cirrus, Maestro or MasterCard) using a conversion rate that is either a government-mandated exchange rate or a wholesale exchange rate selected by the card network. The conversion rate will be the applicable rate for the date the transaction is processed.