

CARD AGREEMENT – TERMS AND CONDITIONS

Licensed under U.S. Patent Nos. 5,689,100 and 5,956,695

IMPORTANT INFORMATION FOR CARD RECIPIENT—DO NOT DISCARD**SECTION 1. GENERAL INFORMATION**

This Agreement contains the terms and conditions of the Card. Please read this Agreement carefully and keep it for your records. By accepting or using the Card, you agree to be bound by this Agreement. "Activation Date" means the date on which the Card is activated for use by the Distributor, which may be earlier than the date on which you received the Card; to obtain the specific Activation Date, call 1.800.755.8713 or visit www.getmybalance.com (you will need the 16 digit Card number). "Card" means the Card issued by Bank of America, N.A. "Expiration Date" means the date described on the Card front. "Merchant" means a retail establishment that is at or near the Distributor and is authorized to accept the Card. "Distributor" means the shopping venue named on the Card; and, if the Card is usable at multiple shopping venues owned or operated by a common entity, then the term "Distributor" collectively refers to all such shopping venues. "You" means the person who has received the Card. "We", "us", and "our" mean Bank of America, N.A.

The Card is a promotional card that is the property of, and funded by, Distributor. The Card is a payment card that can be used only to purchase goods and services at authorized Merchants. The funds loaded by Distributor on the Card are deposited with and held by us in a pooled account with funds associated with other cards. Upon expiration of the Card, all remaining Card funds will revert and be returned to Distributor. You will not be paid or earn interest on the amount of the Card. The issuance of the Card does not establish an account relationship between you and us. We have the right to terminate the Card program at any time.

The Card is not a credit card and can be used only for the amount of money loaded onto the Card. When you use the Card, the amount available on the Card will be reduced by the amount of each purchase until it reaches zero. You may not add any funds to the Card. Your ability to make purchases with the Card will end on the earlier of 12:00 midnight, Central Time, on the Expiration Date; when the Card amount reaches zero; or if and when we terminate the Card program.

SECTION 2. TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS

Point-of-Sale Transactions. You may use the Card only to purchase goods and services at authorized Merchants. For information about Distributor and Merchants, please visit Distributor location, Distributor website, which may be identified on the back of the Card, or call 1.800.755.8713.

If you attempt to use the Card for a purchase amount that is greater than the amount on the Card, your transaction will be declined. However, if the purchase amount is greater than the amount on the Card, most Merchants will permit you to pay the difference with

alternative methods. You must inform the Merchant before beginning your transaction if you wish to pay a portion of the purchase amount using the Card. You do not have the right to stop payment on any point-of-sale transaction originated by the use of the Card. You agree that we are not responsible for goods or services purchased with the Card, and we are not responsible if any Merchant refuses to accept the Card or for any other actions of the Merchant. The return policy of the Merchant at which the Card is used is the applicable return policy. You will resolve disputes directly with the Merchant on purchases made using the Card and returns thereof, and if you receive a refund relating to a Card transaction, you agree to abide by the policies of that merchant for product refunds.

Cash Transactions. The Card does not permit any type of cash transactions. The amount on the Card, including a small or *de minimis* balance, will not be redeemable for cash.

Remaining Amount. It is important that you track the amount remaining on the Card. You may check the remaining amount on the Card at any time at no charge by calling 1.800.755.0085 or visiting www.getmybalance.com.

Expiration Date. The Card will expire at 12:00 midnight, Central Time, on the Expiration Date identified on the front of the Card, which will be a designated period after the Activation Date. For the specific Expiration Date and Activation Date, visit www.getmybalance.com or call 1.800.755.8713. After the Expiration Date, you will not be able to use the Card, you will lose all rights in or to the Card, and any remaining Card funds will revert and be returned to Distributor.

Legal Transactions. You agree that you will only use the Card for transactions that are legal. You agree that we may decline transactions we believe may be illegal or in violation of the applicable network rules. You also agree that if we do not decline the transaction, we may charge the Card and we are not liable to you if you engage in an illegal transaction.

Limitations on Use. You agree that you will not use the Card to pay tips or gratuities, to make recurring payments, to make preauthorized transactions (which are prepaying for a hotel stay, a car rental, or at the pump for gas or other transactions where the actual or final amount of the transaction is unknown at the time the Card is authorized for use), to make payment on a credit account, to pay for any gambling transaction or to pay for any illegal transaction. You agree that you will not use the Card for any "card not present" transactions, such as online purchases. You agree that you will not use the Card at any non-participating or unauthorized merchant locations. You agree that a purchase made by you may not be authorized or settled by us unless it complies with this Agreement. The Card may be canceled, repossessed, locked or revoked at any time without prior notice.

Lost, Stolen or Destroyed Cards. The Card is not replaceable if lost, stolen, destroyed, or used without your permission.

Authorized Use of Card. If you authorize someone else to use the Card, you will be responsible for any transactions initiated by such person(s) with the Card

even if you intended to limit that person's use of the Card to a particular amount or particular time. You agree to keep the Card in a safe place.

Overdrafts. The amount on the Card will be reduced by the amount of your transactions. Any transaction that will create a negative amount (overdraft) on the Card is not permitted. However, if an overdraft on the Card does occur, you agree to pay us on demand the amount of such overdraft.

SECTION 3. BANK'S LIABILITY

If we do not complete a transaction arising from the use of the Card on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (i) if, through no fault of ours, the amount on the Card is insufficient to complete the transaction; or
- (ii) if the point-of-sale terminal was not working properly and you knew about the breakdown when you started the transaction; or
- (iii) if circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

SECTION 4. DISCLOSURE OF INFORMATION TO THIRD PARTIES

From time to time, subject to any applicable financial privacy laws or other laws or regulations, we may provide information about you and the Card to our service providers, Store Financial Services, LLC, or Distributor. We, including Store Financial Services, LLC and Distributor, may provide information about you and the Card (a) to anyone who we reasonably believe is conducting a legitimate credit inquiry, including without limitation, inquiries to verify the existence or condition of an account for a third party such as a lender, Merchant or credit bureau; (b) in response to any subpoena, court or administrative order, or process which we believe requires our compliance; (c) in connection with collection of indebtedness or to report losses incurred by us; (d) in compliance with any agreement between us and a professional, regulatory or disciplinary body; (e) in connection with the potential sale of business by any of us or our service providers; (f) to carefully selected service providers who help us meet your needs providing or offering our services; and (g) as otherwise provided or allowed by law. We, including Store Financial Services, LLC and Distributor, also may collect information about you and take actions necessary to verify your identification. You agree that any of us may disclose information to any third party about the Card when such information is aggregated with other information and does not specifically identify you.

SECTION 5. RECORDING AND MONITORING TELEPHONE CALLS

The telephone calls between you and us or our service providers may be recorded or monitored. We need not remind you of the recording or monitoring before each call unless we are required to do so by law.

SECTION 6. GOVERNING LAW; SEVERABILITY

This Agreement will be governed by the laws and regulations of the United States and, to the extent not so covered, by the laws and regulations of the State of North Carolina. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement. All provisions of this Agreement are void where expressly and to the extent prohibited by applicable law. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be eliminated or adjusted to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

SECTION 7. ASSIGNMENT

We may assign, without recourse, our duties and obligations as issuer of the Card to another entity.