

**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 purchasing, accepting or using the Card, you agree to be bound by this Agreement. “Card” means the Card issued by Bank of America, N.A. “Merchant” means a retail establishment that is at or near the Shopping Center and is authorized to accept the Card. “Shopping Center” means the shopping center, shopping mall, or other shopping venue, district or association named on the Card; and, if the Card is usable at multiple Shopping Centers owned or operated by a common entity, then the term “Shopping Center” collectively refers to all such Shopping Centers. “You” means the person who has received the Card. “We”, “us”, and “our” mean Bank of America, N.A.

The Card is a payment card that can be used to purchase goods and services at authorized Merchants located at or near the Shopping Center. The funds loaded on the Card are collected by the Shopping Center and deposited with and held by us in a pooled account with funds associated with other cards. 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.

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. The Card is subject to the fees set forth in Section 12 of this Agreement. The Card may also be subject to deductions required by law, including deductions, if any, resulting from the escheat of Card funds under applicable state laws governing unclaimed property. You may not add any funds to the Card. Your ability to make purchases with the Card will end when the Card amount reaches zero.

**SECTION 2. TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS**

**Point-of-Sale Transactions.** You may use the Card to purchase goods and services only at authorized Merchants located at or near the Shopping Center. For information about the Shopping Center and Merchants, please visit the Shopping Center information desk, the Shopping Center 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 accept a credit to the Card as the method of refund. Any credit to the Card may not be available for use by you for up to 10 business days. A credit to a zero balance Card will reinstate the Card.

**Cash Transactions.** The Card does not permit any type of cash transactions. Except as stated in Sections 8 and 9 of this Agreement, 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](http://www.getmybalance.com). The Maintenance Fee described in Section 12 will reduce and may exhaust the entire Card amount on Cards sold in states other than Connecticut, Hawaii, Maine and New Hampshire.

**Unclaimed Funds – Escheat.** If our records show that you have not used the Card within a time period set by state law, the amount remaining on the Card may become unclaimed property subject to escheat under state unclaimed property laws. If the amount remaining on the Card becomes unclaimed property subject to a state unclaimed property law, we will be required to escheat the available balance to the state in an amount and at the time required by the state law. At that time, you will lose the ability to use the Card. If escheat occurs, you may inquire about the status of the Card funds by calling 1.800.755.8713.

**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. The Maintenance Fee will be assessed on a locked or revoked Card sold in a state other than Connecticut, Hawaii, Maine and New Hampshire.

**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, and to report

any suspected unauthorized use of the Card immediately to 1.800.755.8713.

**Overdrafts.** The amount on the Card will be reduced by the amount of your transactions, plus, for Cards sold in states other than Connecticut, Hawaii, Maine and New Hampshire, applicable Maintenance Fees. 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. You agree that we may lock or revoke the Card, without notice, if we do not receive funds from you in the full amount of the activated balance on the Card.

**SECTION 3. TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF A LOST OR STOLEN CARD**

If you believe that the Card has been lost or stolen: call toll free 1.800.755.8713, 24 hours a day, 7 days a week, or write to: Bank of America, 520 W. 103<sup>rd</sup> Street, #256, Kansas City, Missouri 64114. Subject to acceptable proof of Card ownership, we will make reasonable efforts to lock a lost or stolen Card from further use. If you notify us promptly of a lost or stolen Card and we are able to lock it from further use, you will not be liable for any further transactions associated with the lost or stolen Card.

You may request a replacement Card for a lost, stolen or damaged Card at the Shopping Center. A replacement Card will not be issued unless you present adequate proof of purchase, the 16 digit Card number, the damaged Card, in the case of a damaged Card, and your full identification. Requests to replace a Card may be denied by us or the Shopping Center, in either’s discretion, in the event we or the Shopping Center suspects fraudulent or unlawful activity or improper Card use. If the replacement is approved, a new Card will be issued and activated in the amount remaining on the Card, if any, at the time of the replacement. You may be charged a Replacement Card Fee described in Section 12. The Maintenance Fee, described in Section 12 of this Agreement, will be assessed on Cards sold in states other than Connecticut, Hawaii, Maine and New Hampshire through the date, if any, when a replacement Card is issued. Replacements may take up to 30 days to process.

**SECTION 4. BANK’S LIABILITY; LIMITATION OF LIABILITY; ERROR RESOLUTION PROCEDURES****a. 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; or
- (iv) if the Card has been reported to be, or suspected of being, lost or stolen, and we have taken action to prevent transactions with the Card.

**b. Limitation of Bank’s Liability for Unauthorized Transactions.**

Our liability is limited to reimbursing you for the amount of an unauthorized transaction, up to the amount on the Card immediately before the unauthorized transaction occurs. However, we will only be liable for any such amount after you have notified us that the Card has been lost or stolen and if we were able to lock the Card from further use. For example, if you are unable to provide us with the Card number or other information that allows us to obtain the Card number, then we will be unable to lock the Card. We are not liable for any claims of special, indirect or consequential damages.

### c. Error Resolution Procedures.

In case of errors or questions about your transactions:

Telephone us at 1.800.755.8713 or write to Bank of America, 520 W. 103<sup>rd</sup> Street, #256, Kansas City, Missouri 64114.

Call or write us as soon as you can in case of errors or questions about transactions arising from the use of the Card. We must hear from you no later than 60 days after the date of the transaction in question.

- (i) Tell us your name and Card account number.
- (ii) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (iii) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit the Card within 10 business days for the amount you think is in error, so that you will have the use of that amount during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit the Card.

For errors involving Cards issued less than 30 days or point-of-sale transactions, we may take up to 90 days to investigate your complaint or question. For Cards issued less than 30 days, we may take up to 20 business days to credit the Card for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents that were used in the investigation.

We reserve the right to correct the Card balance if we believe that a clerical, billing or accounting error has occurred.

### SECTION 5. 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 provider, Store Financial Services, LLC, or Shopping Center. We, including Store Financial Services, LLC and Shopping Center, 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 Shopping Center, 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 6. 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 7. 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 8. YOUR LIMITED RIGHT TO CANCEL

**If the Card has not been used and you do not want the Card, you may cancel this Agreement and return the Card before it is used along with the original receipt, by United States mail postage prepaid, to ATTN: Card Refunds, 520 W. 103<sup>rd</sup> Street, #256, Kansas City, Missouri 64114 within 30 calendar days after the Card activation date. If the Card is timely returned before it is used, you will receive a refund in the amount on the Card. Time is of the essence in returning the Card. No refunds will be honored unless (a) the Card is returned unused by United States mail post-marked within the 30 calendar day period; and (b) you provide your name and mailing address with the returned Card and the original receipt. Information concerning the Card activation date and this cancellation program may be obtained by calling 1.800.755.8713. Requests for cancellation may take up to 60 days to process.**

### SECTION 9. TERMINATION OF PROGRAM

We have the right to terminate the Card program at any time. If we have terminated the program and the Card can no longer be used, you may surrender the Card and redeem the remaining amount on the Card for a refund by returning the Card by United States mail postage prepaid, to ATTN: Card Refunds, 520 W. 103<sup>rd</sup> Street, #256, Kansas City, Missouri 64114. **No refunds will be honored unless (a) the Card is**

**returned, and (b) you provide your name and mailing address with the returned Card. Requests for refunds may take up to 60 days to process.** For inquiries concerning surrenders and redemptions, call 1.800.755.8713. Until the Card is surrendered, the monthly Maintenance Fee described in Section 12 will continue to apply to Cards sold in a state other than Connecticut, Hawaii, Maine and New Hampshire.

### SECTION 10. ASSIGNMENT

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

### SECTION 11. VALID THRU DATE

**FUNDS DO NOT EXPIRE. The plastic card will be unusable after the "valid thru" date stated on the Card. The "valid thru" date is not an expiration date on the Card funds. The amount remaining on the Card will be available until the amount reaches zero. The Card funds will be temporarily unavailable after the "valid thru" date until you obtain a free replacement Card. You may present and exchange the unusable card at no charge for a replacement Card, which will be activated in the amount remaining on the Card at the time of the exchange. Replacements may take up to 30 days to process. For inquiries about exchanging an unusable card, call 1.800.755.8713.**

### SECTION 12. FEES

Unless otherwise noted below, all fees are imposed by and retained by us.

<b>Purchase Fee</b>	The Shopping Center may charge a fee directly to the purchaser of the Card for the purchase and/or activation of the Card in the amount disclosed to the purchaser at the time of sale. The purchase fee, if any, will be paid directly by the purchaser to the Shopping Center and will not be deducted from the amount on the Card. We will not retain any portion of the purchase fee.
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**Maintenance Fee EXCEPT FOR CARDS SOLD IN CONNECTICUT, HAWAII, MAINE AND NEW HAMPSHIRE, A \$2.50 FEE WILL BE DEDUCTED MONTHLY FROM THE CARD BALANCE STARTING ON THE FIRST DAY AFTER A ONE-YEAR PERIOD OF INACTIVITY. ACTIVITY MEANS ANY ACTION RESULTING IN AN INCREASE OR DECREASE IN THE CARD BALANCE, OTHER THAN THE IMPOSITION OF A FEE, OR AN ADJUSTMENT DUE TO AN ERROR OR REVERSAL OF A PRIOR TRANSACTION. For the Card transaction history, visit [www.getmybalance.com](http://www.getmybalance.com) or call 1.800.755.8713.**

<b>Replacement Card Fee</b>	Unless prohibited by law, if a replacement Card is issued for a lost, stolen or damaged card, a \$5.00 Replacement Card Fee will be charged.
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