

INSTANT ISSUE GIFT CARD TERMS AND CONDITIONS

These Visa® Gift Card Terms and Conditions (these "Terms and Conditions") govern the use of a Visa® prepaid gift card (the "Card") by you either (i) to obtain cash and goods and services for yourself through automated teller machine ("ATM") and point of sale ("POS") transactions or (ii) to give the Card to someone else who may use it for themselves for the same purposes. The Card is issued to you by TIB – THE INDEPENDENT BANKERSBANK, a Texas banking corporation. In these Terms and Conditions, the words "we," "our," and "us," all refer to that bank, and the words "you" and "your" refer to the person to whom the Card is issued and any other person that you authorize to use the Card.

You may purchase the Card through the bank where you maintain a banking relationship (the "Sponsoring Bank"); however, the Sponsoring Bank is not the issuer of the Card and is not responsible for the Card or your use of it. The Card must be signed by you or the person to whom you give it before it is used. By purchasing, receiving, or using the Card, you agree with us that the Card and the funds stored on the Card are subject to these Terms and Conditions.

The Card is only offered to individuals who can lawfully enter into contracts under applicable law, and by purchasing or using the Card, you represent and warrant to us that you and any person to whom you give it are such an individual. We may, in our sole discretion, refuse to issue a Card to anyone for any reason.

1. Loading Value on the Card/Use of the Card in Certain Situations. The Card is a pre-paid, stored-value card. It is not a credit card, charge card, or debit card. We have not established any separate deposit account established for you that is associated with the Card. We do maintain a limited purpose stored-value account in which funds that are stored on the Card are deposited. You have no rights in those funds, except to access such funds in accordance with these Terms and Conditions. You may not make any deposit, withdrawal, or any other transaction with the Card or such stored-value account, except for Card transactions described in these Terms and Conditions. Use of the Card is subject to the following special restrictions and limitations:

a. Non-Use and Limited Use. The Card cannot be used at car rental establishments, cruise lines, for recurring-billing purchases, at airlines, or to purchase gasoline at the pump. If you use the Card to purchase gasoline, you must prepay inside, not at the pump.

b. Use of the Card in "Split-Payment" Transactions. If you want to use the Card to purchase an item that costs more than the amount of available funds on the Card, you may be able—depending on the policy of the merchant involved in the transaction—to use the Card for a portion of the total purchase price and then use some other form of payment for the balance of the purchase price. This is called a "split-payment" transaction because you would be splitting the total payment amount between the Card and some other form of payment. **Before you request that a merchant make a split-payment transaction, you must know and tell the Merchant the balance of available funds on the Card.** To find out what that balance is, you may either check on-line or contact us at our Customer Service Number. After you have found out the amount of that balance, you must ask the merchant if two forms of payment will be accepted. The amount of available funds on the Card should be used to pay the balance of the

purchase price, after deducting the amount of the other form of payment. Some merchants do not permit split-payment transactions at all, and others place various restrictions on such transactions. We make no guarantee about whether a merchant will accept such transactions or whether any special restrictions may be imposed by a merchant.

c. Use of the Card at Restaurants and Other “Tip-Oriented” Merchants. When a restaurant or other merchant (spas, hair salons, etc) that is accustomed to adding a “tip” to the amount of your purchase asks us to approve the transaction, the merchant will often add a fixed percentage (the tip) to the amount of the bill presented to you for payment. If you do not have sufficient available funds on the Card to cover the increased amount, we may decline the transaction, and even if you do have enough available funds on the Card to cover the increased amount, a “hold” may be placed on the available funds in the increased amount if you do not add the amount expected by the merchant. When the merchant sends us the final transaction amount you approve, we will remove the “hold” on the available funds for any amount that exceeds the final transaction amount. However, it may take 3 to 7 days for the “hold” to be removed, and during that period, you will not be able to use any funds in a “hold” position. **TO AVOID A DECLINE OF A TRANSACTION OR A “HOLD” ON THE AVAILABLE FUNDS STORED ON THE CARD, YOU SHOULD ASK THE MERCHANT TO AUTHORIZE A SPECIFIC DOLLAR AMOUNT. WE DO NOT GUARANTEE THAT A MERCHANT WILL COMPLY WITH SUCH A REQUEST.**

The funds stored on the Card or in our related stored-value account may not be insured for your benefit by the Federal Deposit Insurance Corporation.

In order to obtain a Card, you must agree with the Sponsoring Bank that it will receive and handle funds from you. The Sponsoring Bank is responsible for telling us to load the amount of funds on the Card that you specify or as otherwise agreed. Through your arrangement with the Sponsoring Bank, additional funds may be re-loaded on your Card from time to time, but no amount spent in a transaction may be re-loaded until the amount of such transaction has finally settled. For example, if the Card is initially loaded with a \$500 balance, and you use it to pay \$300 in a transaction, the \$300 may not be re-loaded on the Card until such transaction has finally settled. Once funds are loaded onto the Card, you may use the Card for the type of transactions described and under the procedures set forth in these Terms and Conditions.

We do not pay any interest on funds stored on the Card. The Card has no minimum balance requirements. The amount of funds shown on our records as being stored on the Card will determine the balance on the Card, unless you can show us differently to our satisfaction.

There is no credit line associated with the Card: you must have a sufficient balance of available funds on the Card at the time of a transaction in order to pay for the transaction. If a merchant or an ATM operator tries to submit a transaction on the Card for an amount that is greater than the current balance of available funds on the Card, we may not approve the transaction.

2. Overdrafts. Because the Card may be used for purchases that require only your signature without the use of a “PIN,” as that expression is hereinafter defined, under certain conditions it may be possible for you to charge more than the prepaid amount stored on the Card (an “Overdraft”). If that happens, we will hold you liable for the amount of the Overdraft and any associated fees charged by us. We have no obligation to allow an Overdraft. However, if we inadvertently allow an Overdraft, you agree to repay us in full, promptly upon our demand,

the amount of the Overdraft, plus accrued interest thereon, until paid in full at the highest rate permitted by applicable law, plus all reasonable attorney fees, collection expenses, and

court costs and expenses, to the extent permitted by law. If you fail to repay an Overdraft upon our demand, you hereby authorize us and the Sponsoring Bank to charge the amount of any such Overdraft against any funds that you have on deposit in any account that you maintain at the Sponsoring Bank

3. Your Personal Identification Number/Safeguarding the Card/Signature on the Card/Replacement Cards. To protect your use of the Card, a personal identification number (“PIN”) will be required for a transaction with the Card at an ATM. We will provide a PIN to you at or around the time the Card is issued. You should not disclose your PIN to anyone. You agree to safeguard the Card and treat it like cash. There is a signature panel on the back of the Card, and you should sign such panel as soon as you receive it and record the Card number (which is not the same number as the PIN) and keep both numbers in a safe place to help protect the Card from unauthorized use. You are responsible for transactions with the Card, as described in these Terms and Conditions, whether or not you sign the Card. We cannot provide a replacement Card if you do not have the Card number available. If the security of the Card or PIN is compromised, immediately notify our Automated Customer Service toll-free at 1-800-418-3971.

4. Role of the Sponsoring Bank. The Sponsoring Bank will transfer funds to us for loading on the Card. We have no obligation to you if the Sponsoring Bank delays in providing or fails to provide funds to us for loading on the Card.

The Sponsoring Bank may retain the right to deduct funds from the funds stored on the Card in order to correct a previous error, an overpayment to you, or for other reasons. You hereby authorize us to accept instructions from the Sponsoring Bank to add or deduct funds from the Card, and in the case of a deduction, to return those funds to the Sponsoring Bank. If you have a dispute with the Sponsoring Bank about the amount that the Sponsoring Bank tells us to load on or deduct from the Card, you will resolve that dispute solely with the Sponsoring Bank and not involve us in such dispute.

5. Transactions With the Card. If funds are available on the Card, you may perform the following types of transactions in accordance with, and subject to the transaction limits specified in Section 7 of, these Terms and Conditions:

a. At an ATM displaying the STAR®, NYCE®, or PULSE® logos, you may (i) withdraw cash up to the amount of amount of available funds stored on the Card or (ii) find out the balance of available funds stored on the Card. The Card can be used at ATMs in the United States and at international ATMs that display the appropriate network identification. Some of these services may not be available at all ATMs.

b. At any merchant displaying the Visa® logo, you may use the Card, with your signature, in POS transactions to purchase goods and services.

c. Some, but not all, merchants will permit you to use the Card, with your PIN, both (i) to pay the merchant for your purchases and (ii) to obtain cash up to the amount of available funds remaining stored on the Card after deducting the amount of your purchases.

6. Fees and Charges for Use of the Card. We encourage you to use the Card

soon! Although you may leave unused funds on the Card as long as you wish, a \$2.50 Monthly Service Fee will be assessed after 12 months of continuous inactivity.

We may change this fee in the future upon appropriate prior notice to you. Some Sponsoring Banks charge a fee for having funds re-loaded on a Card. The amount of any such re-loading fee is set by a Sponsoring Bank in its sole discretion and may vary between customers and non-customers of the Sponsoring Bank.

b. Third-Party Fees:

When you use an ATM, you may be charged a fee by the ATM operator or any network that is involved (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer at the ATM). You may also be charged fees by third parties for use of the Card, such as (i) stores and merchants for POS transactions, and (ii) banks and other financial institutions for cash withdrawals at their branches.

c. Expiration Date: Funds available through use of the Card do not expire, but may be reduced by other fees described in these Terms and Conditions. If unused available funds remain on the Card after the Expiration date, call our Customer Service Number for instructions on how to redeem such available funds. Before redeeming any such available funds, we may hold the balance of such available funds for 10 business days after you have requested a check to be sure that all transactions have posted to our system. We reserve the right to refuse to issue a replacement Card.

7. Daily Transaction Limits. The following daily withdrawal and purchasing limits apply to your use of the Card:

- Cards that have not been embossed with the name of a particular cardholder: \$500.00 withdrawal limit per day at ATMs and POS terminals that accept the Card.
- Cards that have been embossed with the name of a particular cardholder: \$1500.00 withdrawal limit per day at ATM and POS terminals that accept the Card.
- A Card may not be used for more than five (5) transactions per day at either or both ATMs and POS terminals.

8. Documentation of Card Transactions. You are entitled to receive the following documentation with respect to Card transactions:

a. At the time you make a Card transaction at an ATM or a merchant POS terminal, you are entitled to receive a transaction record or receipt.

b. You are entitled to receive a periodic statement of the Card account for each month when a transaction occurs and at least quarterly if there are no transactions. You hereby consent that we may provide your periodic statements and any other notices electronically. Periodic statements will be available to you in electronic format for viewing online at <https://www.onlinecardaccess.com/vistibgift>. You may revoke your consent to receive such statements and notices electronically and request to have your periodic statements and other notices provided or made available to you on paper or in nonelectronic form by sending us a notice at P.O. Box 560528, Dallas, Texas 75356-0528, but if you decide to revoke your consent to receive statements or other notices electronically, we have the right to terminate the Card immediately.

Also, you can find out the balance of funds available on the Card (i) at any ATM displaying the STAR®, NYCE®, or PULSE® logos, (ii) by calling toll-free 1-800-418-3971, or (iii) via the internet at <https://www.onlinecardaccess.com/vistibgift>. You also can call us toll-free at the same telephone number to find out whether a deposit you made at the Sponsoring Bank has been loaded on the Card.

9. Disputes with Merchants. If you use the Card at a merchant, and a dispute with that merchant arises, you agree to make a good-faith effort to settle the dispute with the merchant. Any unresolved dispute may be sent to us in writing for assistance in settlement. You cannot stop payment to merchants for transactions made through the use of the Card. We make no representation or warranty regarding the quality, safety, legality, or any other aspect of any goods or services purchased by you with the Card, all such matters being strictly between you and the merchant where you used the Card.

10. Confidentiality of Information on the Card. We will disclose information to third parties about the Card or the transactions you make with it:

- (i) if it is necessary for completing a transaction;
- (ii) in order to verify the existence and amount of the balance of funds for a third party, such as a credit bureau or merchant;
- (iii) in order to comply with government agency or court orders;
- (iv) if you give us your written permission; or
- (v) in accordance with our privacy policy.

Our privacy policy tells how we treat and protect your personal information that we obtain under these Terms and Conditions and by providing Card services to you. You hereby consent that we may make our privacy policy available to you in an electronic format via the internet at <https://www.onlinecardaccess.com/vistibgift>.

11. Your Liability For Card Use. Tell us AT ONCE if you believe the Card or your PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money stored on the Card.

If the Card is used in connection with an unauthorized transaction that also involves use of your PIN, you may lose all the money on the Card if it is used before you notify us that it has been lost or stolen. If you believe that the Card and PIN have been lost or stolen, and you tell us promptly, we will revoke the Card and refund any unused available funds on the Card to the Sponsoring Bank for your benefit. If you want to obtain a replacement Card, you will have to make arrangements through the Sponsoring Bank. **We will not hold you responsible for unauthorized transactions that do not also involve use of your PIN.**

If you believe the Card or your PIN has been lost or stolen:

Contact the Sponsoring Bank

or call:

1-800-418-3971 (toll-free)

For purposes of these disclosures, our business days are any day that banks are permitted to be open for the conduct of general banking business in the State of Texas.

12. Our Liability. If we do not complete a transfer to or from the Card on time or in the correct amount according to these Terms and Conditions, 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, you do not have enough funds stored on the Card to make the transaction.

- (ii) If the ATM where you are making the Card transaction does not have enough cash.
- (iii) If the terminal or system was not working properly, and you knew about the breakdown when you started the Card transaction.
- (iv) We are prohibited by law from completing the transaction.
- (v) If circumstances beyond our control (such as fire or flood) prevent the Card transaction, despite reasonable precautions by us.

13. Disclaimer of Liability. In providing the Card and related services to you, we disclaim any duty or responsibility other than those expressly set forth in these Terms and Conditions.

14. Dormant Cards. We are required by applicable laws of the State of Texas to turn over to a Texas state government authority any funds remaining on the Card after a period of inactivity or dormancy. Funds may be forfeited upon expiration of the Card. The expiration date is embossed on the Card and is effective through the last day of the month. The Card will be considered “inactive” after it has been activated **and** there is a 12-month period with no activity.

15. Termination. The Card is and will remain our property, and you agree that, upon our demand, you will immediately return the Card to us. At any time and without prior notice, we may revoke or cancel the Card and thereby terminate these Terms and Conditions and demand return of the Card to us. Termination, whether by you or by us, will not affect prior transactions or obligations relating to the Card existing at the time of termination.

16. Amendment/Cancellation/Return of Unused Available Funds. Subject to any requirements imposed by applicable law, we may amend, modify, suspend, cancel, delete, or add terms to these Terms and Conditions, or to any features offered in connection with the Card, at any time, with or without cause, and without notice to you. If any such notice is required by applicable law, it will be sent to you in the manner agreed to by you and us or to your last address as shown on our records. If we cancel the Card, any available funds remaining on the Card, after payment of all applicable fees, will be returned to you. If the expiration date on the Card has not expired, we may condition reimbursement on return of the Card to us.

17. Assignment. You may not transfer or assign your rights and obligations under these Terms and Conditions to any other person without our prior written consent. However, we may assign our obligations to you under these Terms and Conditions without your consent or notice to you.

18. Severability/No Waiver. If any provision of these Terms and Conditions is deemed unlawful, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. Our failure to enforce strict performance of any provision of these Terms and Conditions will not waive our future rights to enforce such provision or any other provisions of these Terms and Conditions.

19. Governing Law. These Terms and Conditions, the Card, and all transactions hereunder are subject to the laws of the State of Texas and the federal laws of the United States.

20. Notice of Errors.

In Case of Errors or Questions About Card Transactions

Telephone us at 1-800-418-3971 (toll-free)

or

Write us at:

Card Services

TIB – The Independent BankersBank

P.O. Box 560528

Dallas, Texas 75356-0528

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Card transaction listed on the statement or receipt.

(i) Tell us your name and Card number;

(ii) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and

(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 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 POS or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

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 the documents that we used in our investigation.

You agree to provide us with updated contact information, including any updated e-mail address, promptly by notifying us in writing at our address specified above in this Section 21.

21. NOTICE OF ARBITRATION AGREEMENT. All disputes between you and us in connection with the Card and these Terms and Conditions will be resolved by BINDING ARBITRATION in accordance with the Consumer Due Process Protocol, as promulgated by the American Arbitration Association, and as currently in effect at the time of any such dispute. You thus **GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights under these Terms and Conditions (**EXCEPT** for matters that may be taken to **SMALL CLAIMS COURT**). Your rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT** a judge or jury. You are entitled to a **FAIR HEARING**, **BUT** the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.

Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW by a court. For more details, check the Web site of the American Arbitration Association at www.adr.org, or call the American Arbitration Association at 1-972-702-8222.