

CONVENIENT VISA® GIFT CARD CARDHOLDER AGREEMENT - IMPORTANT - PLEASE READ CAREFULLY

Terms and Conditions for the Gift Card

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which a Convenient Visa® Gift Card ("Card") has been issued to you. The Convenient Visa® Gift Card is a prepaid card issued by First Century Bank ("Bank"). By accepting and using this Card, you agree to be bound by the terms and conditions contained in this Agreement. The Card will remain the property of Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

Subject to applicable laws, the following fees apply to your Card:

Inactivity Fee

Beginning in the 13th month of inactivity after the Card is purchased, a monthly inactivity fee of \$2.50 will be assessed to your Card. This fee will be assessed to your Card each month as long as there are funds remaining on your Card. If you start using the Card again, this fee will resume only after another 12 months of inactivity. If your Card has less than the \$2.50 fee available, we will debit the remaining available balance of the Card, and the Card will be closed.

Lost/Stolen Card Replacement Fee

If your Card is lost or stolen, there will be a fee of \$15.00 to replace it.

Definitions

The Card is a Prepaid Card loaded with a specific amount of funds, redeemable to buy goods and services anywhere Visa® debit cards are accepted. CERTAIN RESTRICTIONS APPLY. In this Agreement "You" and "your" mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "We," "us," "our," and "Bank" mean First Century Bank, our successors, affiliates or assignees. The Card is NOT a credit card. The Card is not connected in any way to any other account. You must register your Card in order for the funds on your Card to be FDIC insured. You may register your Card by calling 1-800-486-0292 and speaking with a Customer Service Representative. Our business days are Monday through Friday excluding holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open.

Authorized Users

You may present the card to another person for their use, at which time they become subject to these terms and conditions. You are wholly responsible for the use of each Card according to the terms of this Agreement. If you permit someone else to use your Card we will treat this as if you have authorized such use and you will be responsible for any transactions made subject to such use.

Using Your Card

You may use your Card to obtain goods or services wherever the Card is honored. The Card cannot be used to obtain cash, for illegal transactions or on-line gambling activity. If you use your Card number without presenting your Card (such as for a mail order or telephone purchase), the legal effect will be the same as if you used the Card itself. Payment for pay-at-the-pump stations must be made inside. This Card is not intended for bill payment purposes, and certain types of online and phone payment purchase transactions are not permitted, including transactions processed as recurring debits.

For security reasons, we may limit the amount or number of transactions you can make on your Card. You do not have the right to stop payment on any transaction made with your Card.

Each time you use your Card, you authorize us to deduct the amount of the transaction from the balance of the funds associated with the Card. 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 the funds available on your Card occurs due to a systems malfunction or otherwise, you shall remain fully liable to us for the amount of the transaction. If we identify that you have more than one card account, we may move a positive balance to cover a negative balance ("Right of Setoff"). We also reserve the right to cancel this Card should you create a shortage with your Card.

If you wish to use your Card for a purchase which is greater than the balance of the funds available on your Card, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card and then you must arrange to pay the difference using another payment method. The merchant may require payment for the difference in cash rather than accepting another card, such as a credit or debit card. Some merchants may not accept these "split transactions." If you fail to inform the merchant prior to completing the transaction, your Card is likely to be declined.

If you commence a purchase and then change your mind and fail to make the purchase, after the merchant has already obtained an "authorization" for the transaction, the "authorization" may result in a temporary hold for that amount of funds for up to thirty (30) days.

Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. It may take up to 7 days for the amount of the refund to be credited to your Card.

Foreign Transactions

Foreign currency transactions will be converted to U.S. dollars under the current applicable rules of Visa®. A rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable processing date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Bank. Transactions in certain countries are not permitted. Please call 1-800-486-0292 for a current list of blocked countries.

Receipts

You should get a receipt at the time you make a transaction using your Card. You agree to retain your receipt to verify your transactions.

Replacement Card

The funds on your Card do not expire. You will not be charged a replacement Card fee if you are ordering a replacement Card after your Card expires in order to access unused funds. If your Card still has unused funds on it after your Card expires, you may order a new card by calling 1-800-486-0292. If your Card is lost or stolen, and you are calling for a replacement Card due to that purpose, you may be charged a Lost/Stolen Card Replacement Fee, as noted in the Fee Chart above, and further explained in the "Your Liability for Unauthorized Transactions; Disputed Transactions" section below. Please report any lost/stolen cards immediately by calling 1-800-486-0292.

Our Liability for Failure to Complete Transactions

If we do not complete a transfer to or from your Card Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us. However, there are some exceptions. In no event will we be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. Additionally, we will not be liable for failing to complete a transaction, for instance:

- If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- If a merchant refuses to accept your Card;
- 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;

- If access to your Card has been blocked after you reported your Card lost or stolen, or we have reason to believe the transaction is not authorized by you;
- 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;
- If there is a hold on your funds or your funds in your Card Account are subject to legal process or other encumbrance restricting their use; or
- Any other exception stated in our Agreement with you.

No Warranty Regarding Goods and Services or Uninterrupted Use

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. 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 notify us if you have any problems using your Card. You agree that we are not responsible for any interruption of service.

Periodic Statements

You may obtain information about the amount of money you have remaining in your card account by calling 1-800-486-0292. This information about your remaining balance, along with a 60-day history of account transactions, is also available if you register your card on-line at www.convenientcards.com. You also have the right to obtain a sixty (60) day written history of account transactions by calling 1-800-486-0292, or by writing us at: Convenient Cards, Attn: Customer Service, 3 Mecca Way Norcross, GA 30093.

Your Liability for Unauthorized Transactions; Disputed Transactions.

Your Card is like cash and can be used by anyone who possesses it without producing identification. You agree to safeguard the Card and treat it like cash. Please register your Card on our website so that we may identify you as the owner of the Card if it is lost or stolen. You should also write down your Card number and store it in a safe place.

Tell us, AT ONCE, if you believe your Card has been lost or stolen or if you believe unauthorized transactions have been conducted in your Card account. Notify us by calling 1-800-486-0292. You will be required to provide your name, address, the Card number, the original value, and the transaction history in order for us to identify you as the owner of the Card. If you have not registered your Card, we may not be able to confirm your Card ownership. You will not be liable for any unauthorized transactions that occur after you notify us of the loss, theft, or unauthorized use of your card. If reported lost or stolen, and upon confirmation of your ownership of the Card, we will issue you a replacement card with a value equal to the remaining available balance on the Card at the time you report it lost or stolen, less the \$15.00 Lost/Stolen Card Replacement Fee (subject to applicable law). REFUNDS WILL NOT BE PROVIDED FOR AMOUNTS DEBITED FROM THE CARD BALANCE PRIOR TO IT BEING REPORTED TO US AS LOST OR STOLEN. It may take up to 30 days to process a replacement Card.

If you have registered your card prior to reporting an unauthorized transaction, you will be eligible for our Zero Liability policy. Under this policy, you will not be liable for unauthorized transactions processed through the Visa® network if (i) you notify us within 120 days after the transaction was reflected in your transaction history, and (ii) you have not been grossly negligent or acted fraudulently in the handling or use of the Card.

Regardless of the reason for a possible unauthorized transaction, if you do not notify us within 120 days after the transaction was reflected in your transaction history, you will be liable for that transaction and we will have no obligation to reimburse you. Whenever you notify us of a lost or stolen Card or of a potential unauthorized transaction, we may require a written affidavit from you and may conduct an investigation into the validity of any request.

You acknowledge that, for purchases made with a gift card, you cannot "stop payment" or lodge a "billing dispute" on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the merchant.

Other Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our 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. We do not waive our 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 Card is issued by Bank pursuant to license from Visa U.S.A. Inc. This Agreement will be governed by the law of the State of Georgia except to the extent governed by federal law.

Amendment and Cancellation

We 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, we can implement such change without prior notice.

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

Privacy and Data Protection and Recording

FACTS	WHAT DOES FIRST CENTURY BANK, N.A. DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none">✓ Social Security number and income.✓ Account balances and payment history.✓ Credit history and credit scores. When you are no longer our customer, we continue to share your information as described in this notice.
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers personal information, the reasons First Century Bank, N.A. chooses to share; and whether you can limit this sharing.

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Reasons we can share your personal Information	Does First Century Bank share?	Can you limit this sharing?
For our everyday business purposes such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes to offer our products and services to you	YES	NO
For joint marketing with other financial companies	NO	We do not share
For our affiliates' everyday business purposes information about your transactions and experiences	NO	We do not share
For our affiliates' everyday business purposes information about your creditworthiness	NO	We do not share
For our affiliates to market to you	NO	We do not share
For our nonaffiliates to market to you	NO	We do not share

DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. First Century Bank, N.A. does not share with our affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. First Century Bank, N.A. does not share with nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products to you. First Century Bank, N.A. does not jointly market.

Questions? Phone: 800-332-8231; Email: info@myfcbusa.com ; Web: www.myfcbusa.com	
WHO WE ARE	
Who is providing this notice?	First Century Bank, N.A. 1731 N. Elm Street Commerce, GA 30529
WHAT WE DO	
How does First Century Bank, N.A. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to those employees for whom access is appropriate.
How does First Century Bank, N.A. collect my personal information?	We collect your personal information, for example, when you. <ul style="list-style-type: none"> ✓ Open an account or deposit money ✓ Pay your bills or ✓ Apply for a loan ✓ Use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ✓ Sharing for affiliates' everyday business purposes—information about your creditworthiness. ✓ Affiliates from using your information to market to you ✓ Sharing for non-affiliates to market to you State laws and individual companies may give you additions on all rights to limit sharing.

Telephone Monitoring/Recording

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service as required by applicable law.

Arbitration Disclosure

(a) Purpose: This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

(b) Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Card or this Agreement including the validity, enforceability or scope of this Arbitration Provision or the Agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card; (ii) the amount of Available Funds on the Cards; (iii) advertisements, or oral or written statements related to the Card, goods or services purchased with the Cards; (iv) the services related to the Cards; and (v) your purchase, activation, use or upgrade for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court. As used in the Arbitration Provision, the terms "we" and "us" shall mean the Bank, subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who market or provide services), if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you.

(c) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the procedures of the national arbitration organization to which the Claim is referred. Claims shall be referred to either the National Arbitration Forum ("NAF"), Judicial Arbitration and Mediation Services ("JAMS"), or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select either of the other organizations listed to serve as arbitrator administrator. You may contact us for instructions on how to obtain copies of any of these organizations' procedures.

(d) Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE PROCEDURES OF THE NAF, JAMS, OR AAA, AS APPLICABLE (THE "PROCEDURES"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.


(e) Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

(f) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees ("fees") for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the fees in connection with the arbitration (or appeal).

(g) Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Procedure, except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Procedure. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Procedure and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(h) Continuation: This Arbitration Provision shall survive termination of your Card. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement, both of which shall be enforceable regardless of such invalidity.

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