

GIFT CARD TERMS AND CONDITIONS

The Gift Card (referred to below as the "Card") provided by Silverton Card Services ("Issuer") 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 Visa debit 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 not linked to or issued in connection with any deposit account established in your name at the Issuer and does not create any such account at the Issuer. The value of the Card is not insured by the Federal Deposit Insurance Corporation ("FDIC").* The Card is provided for your use and protection, and you agree to use the Card only as instructed, and be responsible for any transaction made by a person you authorize or permit to use your 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 may not use the Card to withdraw funds or receive cash advances. 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 will be responsible for any violations of these restrictions as described in Section 3. Your Card will expire on the date shown on the Card. You will lose any remaining balance when the Card expires. Inactivity charges may apply where permitted by law.

Restaurant and Other "Tip" Oriented Merchants. For purchases made at a restaurant or other "tip" oriented merchants, the merchant will often add a fixed percentage (approximately 20%) to the purchase amount. This additional amount is meant to cover the tip that they expect you will add to the bill. As a result of this increased authorization request, your Card may be declined if you have insufficient available funds to cover the amount that the merchant requests. "Tip" or gratuity amounts must be included in the authorization request. Additional amounts over the requested total (purchase plus gratuity) may not be added after the transaction has been processed. Once the gratuity, if any, is added to the original purchase, only the final amount will be deducted from your balance.

Combining Forms of Payment (Split Tender Transactions). If you wish to use your Card to purchase an item for more than the available funds, depending on the merchant's policy, you may be able to use your Card toward a portion of the final purchase price, and then use another form of payment to pay the balance of the final purchase price. This is called a "split tender" transaction because you would be splitting the final transaction amount between your Card and another form of payment. Before you request a "split tender" transaction, please check your Card's available funds balance. Then, you must ask the merchant if two forms of payment will be accepted for the purchase. If the merchant agrees, first request that a specific dollar amount be placed on the other form of payment (e.g., the final transaction amount less your available funds balance), and then use your Card to pay the remaining balance. Some retailers, particularly department stores, will only allow a "split tender" transaction if the second form of payment is cash or check. Internet and most mail order merchants do not permit "split tender" transactions. We do not guarantee that the merchant will accept two forms of payment, such as two gift cards.

Returning Merchandise. PLEASE BE AWARE OF THE MERCHANT'S RETURN POLICIES PRIOR TO COMPLETING THE TRANSACTION. If you wish to return any merchandise purchased with the Card, you will be subject to the merchant's return policies. If the merchant agrees to issue a credit to the Card, such funds may not be available for 3 to 7 days.

No Warranty Regarding Goods or Services. Issuer is not responsible or liable to you for the quality, safety, legality, or any other aspect of any goods or services purchased from any merchant with your Card. If you have a dispute with a merchant, you agree to settle the dispute directly with the merchant.

Activation. You do not need to do anything to make your card useable. Cards will be automatically activated within 1 business day of the purchase date.

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. If you improperly receive value greater than the remaining balance on your Card for any reason, you will be liable for the amount by which your transaction(s) exceeded the remaining balance.

Conversion To U.S. Dollars. Transactions made in currencies other than U.S. Dollars will be converted to U.S. Dollars. The exchange rate used to convert the currency used in an international transaction into the billing currency shall, in each instance, be either a rate selected by Visa from the rates available in wholesale currency markets for the applicable processing date and may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable processing date, plus any Issuer International Transaction Fee of up to 2%. Conversion to U.S. Dollars may occur on a date other than the date of the transaction, and thus the actual conversion rate may differ from the rate in effect at the time of the transaction. You agree to pay the converted amount plus any applicable conversion charges.

Section 2. POINT-OF-SALE TRANSACTIONS

Use of your Card to purchase goods and services from merchants constitutes a simultaneous demand against and withdrawal from the available funds on your Card. You must provide your signature to authorize a transaction – a PIN cannot be used with the Card.

Section 3. FEES

You will be charged a monthly maintenance fee of \$ 2.00 that will begin in the 7th month (waived for the first 6 months) following card purchase. An inactivity fee of \$ 2.25 will be assessed after 6 consecutive months of no activity on the Card. All fees incurred under this section will be deducted from the Card automatically without further notice to you. A fee of \$0.50 for inquiries made through the Voice Response Unit (VRU) will be deducted from the remaining balance on the card for each inquiry. You will be allowed one (1) VRU call per month at no charge. A fee of \$2.00 per call will be deducted for calls placed to a "live" customer service representative after the first call which is free.

Section 4. 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 behalf only:

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; With your permission; To protect against potential fraud and other crimes; or

To utilize services third parties and affiliate entities who assist us in providing the Card and related services

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 3.

Section 6. INQUIRIES. You will not receive account statements; however, you can obtain your current balance and transaction history at www.24-7GiftCardAccess.com or call (toll free) 800-807-2821. There will be no charge for on-line inquiries.

Section 7. DISCLAIMER OF LIABILITY FOR TERMINAL OPERATION. Issuer does not warrant, guarantee or otherwise assure to you that any particular point of sale electronic terminal or related computer or communications systems are available or operating properly when you attempt to use them, and Issuer expressly disclaims any such warranty. You agree that, except as may otherwise be required by applicable law, Issuer will have no liability to you for any costs, losses or damages, including consequential damages, which you may suffer due to the unavailability at any time of any terminal. You agree not to attempt any transaction at a terminal that appears not to be operating properly.

Section 8. ERROR RESOLUTION PROCEDURES

If you believe your transaction receipt is inaccurate, or if you need more information about a transaction, contact Customer Service at 800-807-2821 or P.O. Box 1481, Madison, WI, 53701 within 60 days of the transaction, and provide the following information:

Your name and Card number;

A description of the error or the transaction at issue, and your concerns or questions; and

The dollar amount of the suspected error.

You may be requested to confirm telephone inquiries in writing within the following 10 business days. Within 10 business days of receipt of your written inquiry, the Issuer will determine whether an error occurred and will correct any errors promptly. In the event an in-depth investigation is required, a resolution may take up to 45 days. Under these circumstances, the Issuer will re-credit your Card within 10 days for the amount of the alleged error during the investigation. If you fail to comply with a request to put your inquiry in writing within 10 business days, the Issuer may not re-credit your Card. For alleged errors involving newly issued Cards, point-of-sale, or foreign initiated transactions, investigation may take up to 90 days. Re-crediting the amount of an alleged error for new accounts may take up to 20 business days. The Issuer will provide the results within 3 business days after completing the investigation of the alleged error. The Issuer will provide a written explanation if no error is found. You may request copies of documents used in the investigation. If you are unable to provide your Card number to the Issuer, the remedies provided by this section may be unavailable. Call (toll free) 800-807-2821 for more information about error resolution procedures.

SECTION 9. LOST OR STOLEN CARDS

If your Card is lost or stolen, promptly notify Issuer by calling (toll free) 800-807-2821 or writing to Credit Card Security Department, P.O. Box 1481, Madison, WI, 53701. Visa's Zero Liability policy protects you from liability for unauthorized use of your Card. A replacement Card in the amount of your remaining balance minus a fee of \$10.00 may be available at the location of your original purchase. However, you must provide your Card number to cancel and receive a replacement Card.

Keep a record of your Card number in a safe place, separate from the Card. You agree that if you give the Card or Card number to someone else to use, you are authorizing him or her to act on your behalf and you will be fully responsible for any and all use of the Card by him or her. Not in limitation of the foregoing, you agree to be liable for any transaction made by you or on your behalf or from which you benefit.

SECTION 10. OUR LIABILITY FOR FAILURE TO MAKE TRANSACTIONS

If we do not complete a Card transaction on time or in the correct amount according to this Agreement, we may be liable for your losses or damages. However, we will not be liable:

If through no fault of ours, you do not have enough money on your Card to cover a transaction;

If the terminal or system was not working properly;

If circumstances beyond our control prevent the transaction, despite reasonable precautions that we have taken;

If we have suspended the use of the Card because of a reported or suspected loss or theft of the Card, or possible unauthorized use;

For an amount exceeding the mishandled transaction;

For other reasons allowed by law.

SECTION 11. APPLICABLE LAW

This agreement is governed, construed and enforced according to the laws of the State of Georgia with venue for state court proceedings lying in Fulton County and venue for federal court proceedings lying in the Northern District of Georgia.

Section 12. ARBITRATION PROVISION

Please read this provision. It provides that certain disputes may be resolved by binding arbitration at the election of either party. Arbitration replaces the right to go to court, including the right to a jury trial and the right to participate in a class action lawsuit. In arbitration, an arbitrator rather than a judge or jury resolves a dispute. The right to appeal the arbitrator's decision may be limited or unavailable.

(a) Agreement to Arbitrate. Except as provided below in "Exceptions to Applicability of Arbitration," either you or Issuer may require that any "Claim" (as defined below) be resolved exclusively and finally by binding arbitration, even if suit already has been filed in court. "Claim" means any claim, controversy or dispute (whether pre-existing, present, or future) based on any theory of law or remedy, made by you or anyone connected with you or claiming through or for you (including a representative or trustee in bankruptcy) that arises from or relates to: (i) this Agreement, any prior agreements relating to the Card, or the relationships that result from this Agreement; (ii) the Card; (iii) this Arbitration Provision; or (iv) any disclosures of information about you or your use of the Card. (b) Exceptions to Applicability of Arbitration. This Arbitration

Provision does not limit your or the Issuer's right to seek temporary injunctive relief from a court pending any arbitration proceeding. The Issuer may also retain the right and option to exercise our right of set off under applicable law or contract and to exercise judicial remedies to enforce any monetary obligations incurred in connection with the Card. (c) No Class Action Claims. No Claim may be arbitrated on a class action basis. Arbitration shall proceed on an individual basis, including Claims made and remedies sought as part of a class action, private attorney general or other representative action. No Claim may be consolidated with the dispute of any other person. (d) General. (i) Any Claim subject to arbitration shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") before a single neutral arbitrator in the federal judicial district where you reside using the then-current rules and procedures for the arbitration of financial services disputes of AAA. Any court having jurisdiction may enter judgment on the arbitrator's award. (ii) The arbitrator may allow discovery of relevant non-privileged documents. (iii) The arbitrator does not have authority to award punitive, exemplary, statutory or consequential damages or damages for lost profits. (iv) At your written request, Issuer will advance any arbitration filing, administrative and hearing fees which you would be required to pay to pursue a Claim as a result of our electing to arbitrate that Claim. Send requests to Silverton Card Services, 3284 Northside Parkway NW, Atlanta, GA 30327. The arbitrator will decide who will ultimately be responsible for paying those fees. You will only be responsible for paying or reimbursing Issuer's arbitration filing, administrative or hearing fees to the extent you would have been responsible for paying "attorneys' fees and court or other collection costs" had the action proceeded in court. In no event will you be required to pay or reimburse any fees or costs advanced or incurred by Issuer in connection with an arbitration proceeding where such a payment or reimbursement is prohibited by applicable law. (v) Award or denial of a claim must be made in writing and generally state the reasons for the decision. (vi) This Arbitration Provision is made pursuant to a transaction involving interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This Arbitration Provision survives termination of or changes (including the addition of new terms) to this Agreement, the Card, or your relationship with the Bank concerning your Card; and your transfer of the Card or this Agreement. The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration.