

Card. We will not automatically make any refund; you must request it. We have no obligation to make refunds which are not timely requested. To obtain the refund, mail us your Card with a signed letter requesting the refund and the address to which you want the refund sent. Send your Card and letter to Woodforest National Bank, P.O. Box 7889, The Woodlands, TX 77380. Of course, we will not require that you send us your Card if the reason for the refund is termination due to the loss or theft of the Card, but in such cases you must provide us with the Card number. Because the Card is a bearer Card, refunds will be made by check payable to the person requesting the refund, regardless of who the Purchaser is. **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If we do not complete a Card Transaction on time or in the correct amount according to this Agreement, we will be liable only for your actual losses or damages resulting solely from our failure to perform. However, there are some exceptions. We will not be liable: (1) if, through no fault of ours, you do not have enough funds available on your Card to cover a Transaction; (2) if the terminal or system was not working properly; (3) if circumstances beyond our control prevent the Transaction, despite reasonable precautions that we have taken; (4) the merchant authorizes an amount in excess of the purchase amount, or (5) if otherwise provided herein or as provided by any other law, rule, or regulation. **WE ARE NOT LIABLE TO YOU IN ANY CASE FOR SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY INCIDENTAL EXPENSES INCURRED BY YOU, EVEN IF WE ARE ON NOTICE OF SUCH DAMAGES OR EXPENSES, AND INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES.**

NETWORK RULES. The network operating rules and regulations of the MasterCard network, including, without limitation, procedures for authorization of Transactions and duties and remedies for reversals and adjustments of Transactions, will apply to each Transaction. If the network rules prohibit or limit any claim or defense you may have against a merchant or against us, then you will be bound by such prohibition or limitation.

INFORMATION DISCLOSURE; PRIVACY. We may disclose information to third parties about your Card or the Transactions you make in any of the following circumstances: where it is necessary for completing Transactions, to verify the existence and condition of your Card to a third party, to utilize services of third parties and affiliate entities who assist us in providing the Card and related services, to comply with government agency rules or court orders, if you give us your permission, if you owe us money or there are legal proceedings in connection with your Card and it is necessary to release information to attorneys, collection bureaus, and others involved in collection, adjustment, settlement or reporting, to protect against potential fraud and other crimes, or when otherwise permitted by law. We may also share information about you and your Card, based on our transactions and experiences with you, with our parent, affiliate and subsidiary companies.

MODIFICATIONS AND/OR AMENDMENTS TO THIS AGREEMENT. You acknowledge that we have the right to modify or amend this Agreement at any time (and from time to time) without any no-

tice to you and that you will be bound by the Agreement, as modified or amended by us. You agree that any changes to this Agreement will apply to the unused value balance of your Card as well as to any Transactions after the effective date of the change. In the event that we amend or modify this Agreement, you may obtain a revised copy of this Agreement by either (i) visiting our website located at <http://www.woodforest.com>, or (ii) requesting that we provide to you a copy of such revised Agreement by calling us at 1-800-517-5168 or writing to us at Woodforest National Bank, P.O. Box 7889, The Woodlands, TX 77380. You agree that you are solely responsible for ensuring that you have the most recent version of the Agreement applicable to the Card.

GOVERNING LAW; SEVERABILITY. This Agreement will be governed by the internal law of the state of Texas and, to the extent controlling, applicable law of the United States of America, regardless of where you reside. Further, in the event of any litigation regarding this Agreement but subject to the section entitled "Arbitration" below, venue shall be in the state Courts of Montgomery County, Texas or the federal Courts located in the Southern District of Texas. If any of the terms of this Agreement are invalid or changed by applicable law, then the remaining terms of this Agreement will not be affected, and this Agreement will be interpreted as if the invalid terms had not been placed in this Agreement.

ARBITRATION. Any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement, your Card or any Transaction, including Claims regarding the applicability of this arbitration clause or the validity of all or any part of this Agreement, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure in effect at the time the Claim is made or filed. Rules and forms of the National Arbitration Forum may be obtained and claims may be filed at any National Arbitration Forum office, www.arbitration-forum.com or Post Office Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place in The Woodlands, Texas. This arbitration agreement 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. Judgment upon any arbitration award may be entered in any court having jurisdiction. **IN THE ABSENCE OF THIS ARBITRATION AGREEMENT YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS, BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.**



Banking your way...EVERY DAY AND NIGHTSM

Woodforest National Bank Gift Card Terms and Conditions Revision Date: May 2010

These terms and conditions (as amended from time to time, this "Agreement") govern the use of your Woodforest National Bank MasterCard® Gift Card ("Card"). You accept and agree to all the terms and conditions of this Agreement. Your acceptance of these terms and conditions and this Agreement is evidenced by your accepting the Card and/or using the Card to perform any Transactions. It is very important that you read this Agreement fully before you accept or use the Card and that you keep this Agreement for future reference.

FEES. We may charge the following fees in connection with the Card. If the Card has sufficient unused value, we will deduct fees from the value. If the unused value is insufficient, you agree to reimburse us for fees upon demand.

- **Monthly Inactivity Fee - \$10.00 will be assessed to your card after 12 months of inactivity.**
- **Card Replacement Fee - \$10.00 for the replacement of a lost/stolen card (excludes expired cards)**
- **Check Issuance Refund Fee - \$15.00 Per Card (excludes expired cards)**

DEFINITIONS. "Bank" means Woodforest National Bank, also is referred to as the "Issuer" or "us" and "we", as issuer and owner of the Card. "Purchaser" means the person who requested issuance of this Card and who paid to the Bank the monetary value accessible through the Card. "Transaction" means a request by a User (as defined below) to (1) purchase or obtain goods or services at a retail merchant location using the Card, which is either authorized or denied by the Bank (a "Purchase Transaction") or (2) obtain information about the amount of unused value remaining on the Card. "User" means the Purchaser of the Card and/or any bearer of the Card. "You" and "your" mean the Purchaser and/or User.

NATURE OF THE CARD. The Card is a prepaid MasterCard® stored value card with a value that is limited to the dollar amount prepaid by the Purchaser. The Card allows you to perform Transactions with most merchants who honor MasterCard®, subject to certain usage restrictions set forth below. Except as otherwise provided herein, you can use the Card as often as you like, provided that you do not exceed the value stored on the Card. The Card is not a credit card or an automated teller machine (ATM) card, and is not subject to, nor does it provide any of the protection provided by, the consumer liability protection provisions of the Electronic Funds Transfer Act. The value of the Card is maintained with us in an aggregate account in the Bank's name, and there is no FDIC insurance to your benefit. The unused available balance of the Card does not earn interest. You cannot link the Card to any deposit or credit account you may have at the Bank. After the amount available on the Card has been exhausted, the Card is no longer useable. The Card may not be reloaded with additional value. You agree to destroy the Card by cutting it in half through both the magnetic stripe and Card number. Since the Card may be used by anyone having possession of it, you should always treat and protect the Card the same as if it were cash.

EXPIRATION AND TERMINATION. Your Card is valid until the expiration date shown on the Card (no less than 5 years from the date of purchase), or until the entire prepaid value on the Card has been exhausted, whichever comes first; however, the underlying funds on the card do not expire. The Card is our property, and we may terminate the Card at any time without cause or notice. You may terminate the Card by contacting us any time before the expiration date shown on the Card. You must surrender a terminated Card and you may not use an expired or terminated Card. Upon termination, we will refund any unused value to you as provided in the REFUND OF UNUSED VALUE section. To obtain a replacement card or refund of an expired card with unused value, please visit a local Woodforest branch. There will be no fee charged for a replacement card of an expired card or refund of an expired card with unused value.

APPLICATION OF FEES AND REDUCTION OF UNUSED BALANCE PRIOR TO EXPIRATION OF CARD.

You acknowledge that under certain circumstances, the unused balance of your Card may be consumed by one or more of the Fees described above even before the expiration of the Card. By way of example, but not by limitation, if more than twelve months have elapsed from the date of the last transaction to occur on the card, an Inactivity Fee of \$10.00 per month would apply and consume the unused balance on the Card. As a result, a Card with an unused balance of \$10.00 would have a zero balance after the application of the aforementioned Inactivity Fee even if the Card had several months (or more) remaining before its expiration.

USAGE RESTRICTIONS. Use of your Card to purchase goods and services from merchants constitutes a simultaneous demand upon and reduction of the value on your Card. The full available balance of the Card will be available to you to perform Transactions, but you will be limited to five (5) Purchase Transactions per day. You cannot “stop payment” on any Transaction. The Bank is not responsible if any person does not honor the Card or for defects in or non-delivery of any goods or services you purchase or obtain by using the Card or the failure of any merchant to correctly complete a Transaction. In such cases, you must deal directly with the merchant involved. If any merchant agrees to provide a full or partial refund of any Transaction, you agree to accept the refund under the policy of that specific merchant. We may decline any authorization for any illegal Transaction, any Transaction which we think is suspicious, or any excessive Transactions which we notice. We may decline authorization for any Internet gambling transactions, airline, hotel, car rental or “pay at the pump” Transactions. The Card cannot be used to access cash at an ATM or otherwise. You may not make pre-authorized regular payments (for example, for membership or subscription services which involve recurring charges) through the use of your Card. In some cases in which we pre-authorize a Transaction, we may place a temporary “hold” on the value available on your Card for the amount of the Transaction authorized, which will result in the funds being unavailable to the extent, and in the amount, of the pre-authorized Transaction. Such a hold does not constitute final settlement for any Transaction and we will finally settle only after the actual completion Transaction is presented to us. We endeavor to release any hold on the value

available on your Card upon the earlier of: (a) the day we (i) receive the corresponding completion Transaction, (ii) finally charge your Card, or (iii) match the “hold” authorization to the corresponding completion Transaction, whichever occurs first, or (b) seven (7) days after the date we initially authorized the Transaction.

RESTAURANTS, GAS STATIONS AND OTHER SPECIAL USAGE SITUATIONS. Some merchants, such as restaurants, may authorize your Card for more than the Transaction amount in order to cover any anticipated gratuities, incidental charges or deposits. If such authorization is greater than the balance available on your Card, it is possible that your Card may be declined. For similar reasons, your Card cannot be used at an automated gas pump which accepts credit cards. You may use your Card at any gas station which accepts MasterCard®, but you must pay the attendant inside.

SPLIT TRANSACTIONS. You may request a “split transaction” from a merchant to pay for any remaining balance exceeding the available balance on your Card. For example, if you wish to make a \$20 purchase but only have \$15 of value remaining on your Card, you may ask to use your Card to pay \$15 and then pay the remaining \$5 by other means such as cash, check or credit card. Some merchants may not honor such a request.

INTERNATIONAL TRANSACTIONS. The Card is intended for use in the United States, but may be used in certain other countries. Transactions performed in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by MasterCard® and may include a margin and/or fees charged directly by MasterCard®. Conversion to U.S. Dollars may occur on a date other than the date of the Transaction; therefore, the conversion rate may be different from the rate in effect at the time of the Transaction.

YOUR LIABILITY FOR EXCEEDING VALUE. You agree not to perform Transactions that exceed the value on the Card. In certain situations it may be possible for a User to charge more than the remaining value on the Card (“Overspending”). In such circumstances, you agree that the Purchaser and, if different, the User who initiated the Overspending will be liable to the Bank for such Overspending and for associated fees charged and expenses incurred by the Bank. We have no obligation to allow Overspending. However, if an Overspending is inadvertently permitted by us, you agree to repay in full, promptly upon our demand, the amount of any and all Overspending, plus accrued interest thereon until paid in full at the highest rate permitted by applicable law, plus all costs of collection, including reasonable attorney fees, to the extent permitted by law. If you are a customer with a deposit account with us, you hereby agree that we may deduct any Overspending plus such other amounts specified above from any such deposit account you maintain with us.

RISK OF LOSS; STOLEN CARDS; ERRORS. YOUR CARD IS LIKE CASH. YOU AGREE TO PROTECT AND SAFEGUARD YOUR CARD AGAINST LOSS, THEFT OR UNAUTHORIZED USE. YOU ASSUME ALL RISKS OF LOSS FROM A LOST OR STOLEN CARD. Your only remedy in the event the Card is stolen or lost is to report the theft or loss to us so

that we can disable the Card. We have a reasonable time to act on your report. If the value of the Card is exhausted by the time we are able to terminate it, then you must bear the entire loss, and we will not be liable to you. You agree that this must be the rule between us, because the Card is like cash. If there is value remaining on the Card that was lost or stolen by the time we are able to terminate it, then we will refund any unused value to you by issuing a replacement Card and a Card Re-Issue Fee will be assessed against the unused value of the Card. If you think a Transaction is erroneous or if you need more information about a Transaction, we must hear from you within 90 after the Transaction was performed, and you must provide us with the following in a written, signed statement acceptable to Bank in order for us to assist you: (1) tell us your name and the name of the Purchaser of the Card; (2) tell us the number of the Card; (3) describe 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; and (4) tell us the dollar amount of the Transaction(s). We may take up to 90 days to investigate the Transaction(s) in question. You may call us toll-free at 1-800-517-5168, Monday – Saturday 7:00 a.m. – 8:00 p.m. (CT). You may write to us at Woodforest National Bank, P.O. Box 7889, The Woodlands, TX 77380.

CARD AND CARD STATUS INFORMATION; REGISTRATION OF CARD. It is important that you (i) make a record of your Card number upon receipt of the Card (so that if it becomes lost or stolen, you can provide us with such information), and (ii) track the remaining balance on your Card at all times. You will not receive statements in any form regarding the status of your Card, and you hereby waive any right that you may have to receive any such statement. Instead, you may determine the balance of the unused value available on your Card or other information regarding your Card by calling us at 1-800-517-5168 or writing to us at Woodforest National Bank, P.O. Box 7889, The Woodlands, TX 77380. You may request by phone or in writing that we provide you with a list of Transactions made within sixty (60) days prior to your date of request for such information. You may also review Transactions on your Card at our website, <http://www.woodforest.com>. Website reviews are free. Information quoted to you regarding unused value balances is subject to our final audit, payment of applicable fees and clearance of any Transactions which may be in process. You may register any Card by visiting <http://www.woodforest.com>. Registration of a Card enables viewing of balance and transaction history information. However, registration does not confer any other benefits to you nor does it create any other obligations for us. If we communicate with you in connection with the Card, we may use any address and telephone number which were provided to us by the User upon registration of the Card, if the Card was in fact registered. In all cases, however, we will respond to any written or telephone inquiries based on the name and address included in the inquiry or request, because the Card is a bearer Card and regardless of whether the name and address included in the inquiry or request matches any name or address provided to us by a User upon registration of the Card.

REFUND OF UNUSED VALUE. Upon expiration or termination of your Card, you may obtain a refund of any unused value on the