

Community Gift Card Visa® Cardholder Agreement

CUSTOMER SERVICE CONTACT INFORMATION

For customer service or additional information regarding your Card, please contact us at: CommunityPrepaid@BankersBank.com or by calling 844-586-2040. Interactive Voice Response (IVR) and live customer service agents are available to answer your calls during the hours of 8AM to 5PM CT Monday through Friday.

Use the Contact Us feature from any of the following locations:

Cardholder website at: www.CommunityPrepaid.com

Error resolution:

Cardholder Disputes
7700 Mineral Point Rd
Madison, WI 53717

Issuing Bank Mailing Address:

Bankers' Bank
7700 Mineral Point Rd
Madison, WI 53717

IMPORTANT NOTICES

1. READ THIS AGREEMENT CAREFULLY.
2. GIVE THIS AGREEMENT TO THE RECIPIENT OF THE GIFT CARD FOR FUTURE QUESTIONS OR ISSUES.
3. ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON YOUR GIFT CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE YOUR GIFT CARD BALANCE.
4. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE GIFT CARD, SAVE YOUR RECEIPT, AND CANCEL THE GIFT CARD BY CALLING CUSTOMER SERVICE AND REQUESTING A REFUND CHECK.

FEES ASSOCIATED WITH YOUR GIFT CARD

Initial Purchase Fee:

There is an initial purchase up to \$4.95 for this account.

Replacement Gift Card:

There is a \$5.00 fee to replace a lost or stolen Gift Card.

There is no additional fee or cost to obtain a replacement Gift Card due to expiration.

Inactivity Fee:

Subject to applicable law, if there has been no activity on your Gift Card for 12 consecutive months, beginning the 13th month, a \$3.00 monthly inactivity fee will be assessed to your Gift Card. This fee will be assessed to your Gift Card as long as there are funds remaining on your Gift Card and no activity occurs. If no activity continues for a certain period of time, such inactivity fees may diminish the balance of your Gift Card before the "valid thru" date on the front of the Gift Card. You can avoid this fee by using your Gift Card at least once every twelve months.

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which a **Community Visa® Gift Card** ("Gift Card") has been issued to you. The Community Visa® Gift Card is a prepaid Gift Card issued by Bankers' Bank. By accepting and using this Gift Card, signing the back of the Gift Card, activating the Gift Card, or authorizing any person to use the Gift Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement "you" and "your" mean the person or persons who have received the Gift Card and are authorized to use the Gift Card as provided for in this Agreement. "We," "us," "our," and "Bank" mean Bankers' Bank, our successors, affiliates or assignees. You agree to sign the back of the Gift Card immediately upon receipt. The Gift Card will remain the property of Bank and must be surrendered upon demand. The Gift Card is nontransferable after it has been signed, 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. These terms and conditions apply to both the purchaser and any other user of the Gift Card. It is the purchaser's obligation to provide these terms and conditions to any user; however, new terms and conditions may be provided, or any other questions or concerns answered by contacting Customer Service.

ABOUT YOUR GIFT CARD

The Gift Card is a prepaid card loaded with a specific amount of funds, redeemable to buy goods and services anywhere Visa Debit cards are accepted in the US. No additional funds may be added to this Gift Card. The Gift Card is NOT a credit card. The Gift Card is not a checking account, nor connected in any way to any account other than a stored value account where your funds are held. You will not receive any interest on the funds in your Gift Card account. If you have registered your Gift Card, the funds in your Gift Card account will be insured by the Federal Deposit Insurance Corporation ("FDIC"), subject to applicable limitations and restrictions of such insurance. You may register your Gift Card by visiting our website at www.CommunityPrepaid.com or calling 844-586-2040. Some features and support may not be available until you register your account.

USING YOUR GIFT CARD

Accessing Funds and Limitations

You may use your Gift Card to obtain goods or services wherever the Gift Card is honored in the United States. Each time you use your Gift Card, you authorize us to reduce the value available on your Gift Card by the amount of the transaction. Your Gift Card cannot be:

1. Redeemed for cash;
2. Used to obtain cash in any transaction;
3. Used for illegal transactions;
4. Used to make foreign transactions; or
5. Used for purchases where recurring payments may occur, such as subscriptions, memberships, rentals, etc.

For security reasons, we may limit the amount or number of transactions you can make on your Gift Card. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Your Gift Card is valid in the U.S. only. It cannot be used at merchants outside of the United States, including internet and mail/telephone order merchants outside of the United States. Although your Gift Card may not be accepted at locations outside of the United States, it is welcome at millions of locations within the U.S. where Visa Debit cards are accepted.

Obtaining Gift Card Balance Information

You should keep track of the amount of value loaded on Gift Cards issued to you. You may access the Gift Card balance and certain other activity information at www.CommunityPrepaid.com or by calling 844-586-2040.

Personal Identification Number (PIN)

If you wish to make PIN debit purchases, you may obtain a PIN by registering at www.CommunityPrepaid.com. **Gift Cards are not accepted at ATMs and cannot be used to obtain cash in any purchase transaction.** You should not write or keep your PIN with your Gift Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorized access to your PIN, you should advise us immediately, following the procedures in the section labeled "Unauthorized Transactions."

Authorized Users

Until you sign your card, you may present the Gift Card to another person. If you do provide access to your Gift Card or Gift Card number, you are liable for all transactions made with the Gift Card or Gift Card number by those persons. You must notify us to revoke permission for any person you previously authorized to use Gift Card information or have access to your account. You are responsible for all transactions and fees incurred by you or any other person you have authorized.

Authorization Holds

You do not have the right to stop payment on any purchase transaction originated by use of your Gift Card. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Gift Card may be preauthorized for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a hold on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

Returns and Refunds

If you are, for any reason, entitled to a refund for goods or services obtained with your Gift Card, the return and refund will be handled by the merchant. If the merchant credits your Gift Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

Receipts

You may wish to retain receipts as a record of transactions. Receipts will be required if you need to verify a transaction.

Split Transactions and Other Uses

If you do not have enough funds available in your Gift Card account, you may be able to instruct the merchant to charge a part of the purchase to the Gift Card and pay the remaining amount with another form of payment. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

If you use your Gift Card number without presenting your Gift Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Gift Card itself. Payment for pay-at-the-pump stations must be made inside.

YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON YOUR GIFT CARD. If you attempt to use the Gift 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 Gift Card occurs due to a systems malfunction or otherwise, you shall remain fully liable to us for the amount of the transaction.

REPLACEMENT GIFT CARD

The funds on your Gift Card do not expire. The "valid thru" date indicated on the front of your Gift Card is not an expiration date, but is intended primarily for fraud protection purposes and also permits your Gift Card to be used with certain Internet or mail/telephone order merchants. After the "valid thru" date, your available funds will be temporarily unavailable until you contact Customer Service for a replacement Gift Card with a new "valid thru" date. You will not be charged a replacement Gift Card fee if you are ordering a replacement Gift Card due to your Gift Card expiring, in order to continue accessing unused funds. If your Gift Card still has unused funds after it expires, you may order a new Gift Card by contacting Customer Service. Upon contacting us for any lost/stolen Gift Card, your funds will be temporarily unavailable until you activate your replacement Gift Card. You must successfully register your account to facilitate replacement cards.

COMMUNICATIONS

If you provide us with your mobile phone number or contact us from your mobile number, you expressly agree that you are providing this phone number for us or any third party acting on our behalf to contact you at this number. You agree that we may use this phone number to contact you for any business purpose about your Gift Card or Gift Card account and you agree to be responsible for any fees or charges you incur as a result of providing this information. You may request this number not be used. We may offer options that allow you to receive or access text messages or other electronic communications from your mobile phone. By enrolling for these types of communications, you understand and agree to be responsible for any fees or charges you incur as a result of this enrollment. You agree that we may contact you from time to time regarding your Gift Card account in any manner we choose unless the law says we cannot. For example, we may contact you by mail, telephone, email, fax, recorded message, text message, or by using an automated dialer device. We may contact you at home, at your place of employment, or on your mobile telephone at any time including weekends and holidays, at any frequency and leave prerecorded messages or messages with others. When we attempt to contact you, we may identify ourselves, our relationship and our purpose for contacting you even if others might hear or read it. Our contacts with you about your Gift Card account are not unsolicited. We may monitor or record any conversation or other communication with you.

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

UNAUTHORIZED TRANSACTIONS

Contact Customer Service Immediately

If you believe your Gift Card has been lost or stolen, or that an unauthorized transaction has been made using the information from your Gift Card without your permission, contact Customer Service IMMEDIATELY at 844-586-2040. We will ask for the Gift Card number and other identifying details. **We cannot assist you if you do not have the Gift Card number.** We reserve the right to investigate any claim you may make with respect to a lost or stolen Gift Card or unauthorized transaction, and you agree to cooperate with such investigation. We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction or have not registered your account. A reissued Gift Card may take up to 30 days to process.

Your Liability for Unauthorized Visa Prepaid Card Transactions

Visa's Zero Liability policy covers U.S. issued Visa-branded Gift Cards only and does not apply to ATM transactions, PIN transactions not processed by Visa, certain commercial card transactions, or unregistered cards. You must notify us promptly of any unauthorized use. For additional details visit www.visa.com/security.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR GIFT CARD

In case of errors or questions about your Gift Card, call us at 844-586-2040 or write us at Cardholder Disputes, 7700 Mineral Point Rd, Madison WI 53717. Notify us as soon as you can if you think an error has occurred in your Gift Card account. We must hear from you no later than 60 days after the FIRST transaction history was made available to you on which the problem or error appeared. You will need to tell us:

1. Your name and Gift Card account number;
2. Why you believe there is an error, and the dollar amount involved; and
3. Approximately when the error took place.

If you provide this information 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 90 days to investigate your complaint or question. If we ask you to put your complaint or question in writing and we do not receive your complaint or question within 10 business days, we may not credit your Gift Card. We will tell you the results within 3 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 promptly repay us any amount credited to the Gift Card in error.

NO WARRANTIES AND LIMITATION OF LIABILITY

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with a Gift Card or using the Gift Card account. Further, we will not be liable:

1. If, through no fault of ours, you do not have enough funds available in your Gift Card account to complete the transaction;
2. If a merchant refuses to accept your Gift Card;
3. 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;
4. If access to your Gift Card has been blocked after you reported your Gift Card lost or stolen;
5. 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; or
6. For any other exception stated in our Agreement with you.

OTHER TERMS

Your Gift Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Gift 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 any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). 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 Agreement will be governed by the Visa Rules and Regulations and the laws of the state of Wisconsin except to the extent governed by federal law. Should your Gift Card have a remaining balance after a certain period of time, we may be required to remit the remaining funds to the appropriate state agency.

AMENDMENT AND CANCELLATION

We may amend or change the terms of this Agreement at any time, subject to applicable law. You will be notified of any change in the manner required by applicable law prior. However, if the change is made for security purposes, we can implement such change without prior notice.

We may cancel or suspend use of the Gift Card at any time without prior notice to you (unless notice is required by applicable law). You agree that (i) the Gift Card is the Bank's property; and (ii) that you will cut your cancelled Gift Card in two parts immediately upon our request and, if asked to, return the Gift Card to us. If any funds remain on the Gift Card at cancellation, contact us by email at CommunityPrepaid@BankersBank.com or call us at 844-586-2040 to request a refund of the remaining funds, less applicable fees. Any refund will be sent to you at the address you provide. For security purposes, you may be required to supply identification and address verification documentation prior to being issued a refund.

ENGLISH LANGUAGE CONTROLS

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

CONFIDENTIALITY AND PRIVACY

We may disclose information to third parties about your Gift Card, Gift Card Account, or the transactions you make:

1. Where it is necessary for completing transactions or otherwise as necessary to fulfill our obligations under this Agreement;
2. In order to verify the existence and condition of your Card for a third party, such as merchants;
3. In order to comply with government agency, court order, or other legal or administrative reporting requirements;
4. If you consent by giving us your written permission;
5. To our employees, auditors, or attorneys as needed;
6. To our service providers who administer the Cards to permit them to complete such services, such as data processing, records management, collections, and other services;
7. In order to prevent, investigate, or report possible illegal or fraudulent activity; or
8. As otherwise permitted by applicable law, rules or regulations.

Full Privacy Policy: If you have questions about your privacy, or desire to see our full Privacy Policy, please visit www.CommunityPrepaid.com and click on "Bankers' Bank Privacy Policy."

WAIVER OF RIGHT TO TRIAL BY JURY

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

This Gift Card is issued by Bankers' Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc.

Bankers' Bank
7700 Mineral Point Rd
Madison, WI 53717

844-586-2040

www.CommunityPrepaid.com