

CARD AGREEMENT - TERMS AND CONDITIONS

Licensed under U.S. Patent Nos. 5,689,100 and 5,956,695
IMPORTANT: READ CAREFULLY AND RETAIN FOR FUTURE USE. This Agreement is between SFS and the Cardholder and states the terms and conditions governing your Card. BY PURCHASING, ACCEPTING, OR USING THE CARD, AND IN CONSIDERATION FOR THE CARDHOLDER'S RIGHT TO USE THE CARD, EACH CARDHOLDER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

IMPORTANT NOTICE: SECTION 19 OF THIS AGREEMENT CONTAINS A MUTUAL AGREEMENT TO EXCLUSIVELY ARBITRATE DISPUTES. SECTION 21 PROVIDES YOU WITH A LIMITED RIGHT TO CANCEL THIS AGREEMENT.

1. Definitions

As used herein, "Bank" means LaSalle Bank Midwest National Association, a national bank, or its successor. "Card" means the prepaid Card that is accompanied by this Agreement. "Card Activation Date" means the date when the funds are loaded on the Card in conjunction with Purchaser's purchase of the Card. "Cardholder" means the Purchaser and all subsequent holders, known or anonymous, who have received the Card by gift or otherwise. "Merchant" means a retail outlet that is at or near Shopping Center and is authorized to accept the Card. "Purchaser" means the original purchaser of the Card. "SFS" means Store Financial Services, LLC. "Shopping Center" means the shopping center, shopping mall, or other shopping venue, district or association named on the Card; and, if your Card is usable at multiple Shopping Centers owned or operated by a common entity, then the term "Shopping Center" collectively refers to all such Shopping Centers. "We" and "us" refer collectively to SFS and Shopping Center. "You" and "your" mean the Cardholder.

2. Description of the Card

Your Card is a prepaid card that is usable only to purchase goods or services at multiple Merchants located at or associated with Shopping Center. Except as stated in this Agreement or as required by law, the funds loaded on the Card are nonrefundable, and the Card cannot be redeemed or exchanged for credit or cash. The Card is a single load card and cannot be reloaded with additional funds. You will neither be paid, nor earn interest on, the funds loaded on the Card.

3. Administration of the Card

SFS administers the Card program in cooperation with Bank and Shopping Center. The Card used in the program is issued by Bank. The funds loaded on the Card are collected by Shopping Center and are deposited with and held by Bank in a pooled account with funds associated with other cards. Subject to the restrictions stated in this Agreement, transactions using the Card will be settled by and through Bank. The funds loaded on the Card are not insured by the FDIC.

4. Use of the Card

a. Purchaser will prepay and load funds onto the Card.
 b. Subject to the restrictions stated in Section 5 of this Agreement, the Card is usable by Cardholder to purchase goods or services only at participating Merchants located at or associated with Shopping Center. For information about Shopping Center and Merchants, please visit the Shopping Center information desk, the Shopping Center website, which may be identified on the back of the Card, or call 800-755-8713.
 c. Subject to the restrictions stated in Section 5 of this Agreement, the Card may be used to make purchases only up to the available balance on the Card. The available balance at the time of purchase will be the loaded and activated value of the Card reduced by the amount of each purchase of goods or services; by the deduction of any applicable fees as described below in Section 7.c of this Agreement; and by other deductions, if any, required by law.
 d. It is important that you track the Card balance. The monthly maintenance fee, described in Section 7.c of this

Agreement, will reduce and can consume the entire balance. You cannot add funds to the Card.

e. Except as stated in this Agreement or required by law, the available balance on the Card, including a small or de minimis balance, will not be redeemable for cash, and the Card may not be used at an ATM or to access cash.

f. If the Card is used to make a purchase for less than the available balance on the Card, the remaining balance will not be paid in cash to Cardholder but may be used to purchase other goods or services at a Merchant.

g. Transactions that exceed the available balance on the Card will be declined. If you want to use the Card to make a purchase that exceeds the available balance on the Card, you must combine the use of the Card with another acceptable form of payment such as cash, check, or another payment card. Some Merchants may refuse to facilitate such transactions. You agree that we and Bank are not responsible if a Merchant refuses to accept the Card in such transactions or if you do not have enough funds on your Card to complete a Card transaction.

5. Limitations upon use of the Card

Your Card is not, and cannot be used as, a credit card, credit line, overdraft protection, debit card or deposit account. You agree that you will not use the Card to prepay for tips or gratuities, to prepay for a hotel stay, to make payment on any account or loan, to make recurring payments, to pay for any gambling transaction, or to pay for any illegal transaction. You agree that you will not use the Card at any unauthorized merchant locations. You agree that a purchase made by you using the Card may not be authorized or settled unless it complies with this Agreement.

6. Your responsibility for use of the Card

You are liable for all transactions associated with the Card, including any transactions that may result if the Card is lost or stolen or if you authorize another person to use the Card. Please exercise the same care with the Card as you would with cash. If the Card is lost or stolen, you may lose the remaining balance on the Card, just as if you lost cash. You agree to keep the Card in a safe place, and to report any suspected unauthorized use of the Card immediately to SFS at 800-755-8713.

7. Fees and Charges

a. Purchase Fee. A fee may be charged directly to Purchaser for the purchase and/or activation of the Card in the amount disclosed to Purchaser at the time of sale. The purchase fee, if any, will be paid directly by Purchaser and will not be deducted from the available Card balance.

b. Card Replacement Fee. If a replacement Card is issued for a lost, stolen or damaged card, a replacement fee may be charged directly to the Cardholder in the amount stated on the Card back.

c. Monthly Bank Maintenance Fee. A nonrefundable monthly maintenance fee will be charged by and paid to Bank in the amount stated on the Card back. Except for Cards purchased in New York, this monthly fee will be automatically deducted each month from the Card balance commencing 12 months and 1 day after the Card Activation Date and continuing each month thereafter until the Card balance is zero. For cards purchased in New York, the monthly fee will commence on the 13th month following dormancy of the Card. This monthly maintenance fee will not be charged if your Card was purchased in Connecticut, Hawaii, Maine, Massachusetts, New Hampshire, Rhode Island, or Vermont. For the Card Activation Date and transaction history, visit www.getmybalance.com or call 800-755-8713.

8. Errors, Restrictions and Revocation of the Card

SFS reserves the right to correct the Card balance if SFS believes that a clerical, billing or accounting error has occurred. You also agree that SFS may restrict or lock the Card from use, may elect not to authorize a Card transaction, or may revoke the Card if SFS suspects fraud, unlawful activity or improper Card use. You also agree that SFS may lock or revoke the Card, without notice, if Bank does not receive funds from the Purchaser in the full amount of the activated balance on the Card.

You agree that you will not use a revoked Card. The monthly maintenance fee, described in Section 7.c of this Agreement, will be charged and reduce the available balance on a locked or revoked Card.

9. Merchant Disputes, Returns or Exchanges

We cannot stop payment on a purchase using the Card after the purchase has been authorized. When you use the Card, the Merchant may provide a receipt like that used with a credit or debit card. Please check the receipt to verify the transaction amount. If the amount is incorrect, you should notify Merchant to correct the error. You understand that we and Bank are not a Merchant and are not the supplier of the goods or services purchased with the Card. If you have a problem with a purchase or a dispute with a Merchant, you must deal directly with the Merchant. You agree that we and Bank are not responsible for the goods or services purchased with the Card, including their sale, quality, or fitness, and that we and Bank are not liable if a Merchant fails or refuses to accept the Card. Any returns or exchanges will be governed by the policies of Merchants and applicable law. You may be required by a Merchant to present the Merchant receipt and the Card when returning merchandise. If you receive a refund relating to a Card transaction, you agree to accept a credit on the Card in lieu of cash, unless otherwise required by law. Any credit to the Card that results from a return or exchange of merchandise may not be available for use by you for up to 10 business days. A credit to a zero balance Card will reinstate the Card. The reinstated Card will be subject to the terms and conditions of this Agreement.

10. Plastic Card Use

The Card balance will be available until the Card balance reaches zero. For fraud management purposes, the physical plastic Card may be rendered unusable after 18 months. If the Card becomes unusable with an available balance, you may present and exchange the unusable card at no charge for a replacement Card which will be activated in the amount of the available balance at the time of the exchange. To exchange an unusable Card, please contact Shopping Center or call SFS at 800-755-8713. The maintenance fee, described in Section 7.c of this Agreement, will be assessed through the date when a replacement Card is issued.

11. Lost, Stolen or Damaged Cards

If your Card is lost, stolen or damaged, you should contact SFS immediately at 800-755-8713. Subject to acceptable proof of Card ownership, SFS will make reasonable efforts to lock a lost or stolen Card from further use. You agree that we and Bank will bear no liability for the use of a lost or stolen Card. You may request a replacement Card at Shopping Center. A replacement Card will not be issued unless you present adequate proof of purchase, the 16 digit Card number, the damaged Card in the case of a damaged Card, and your full identification. Requests to replace a Card may be denied by Shopping Center or SFS, in either's discretion, in the event Shopping Center or SFS suspects fraudulent or unlawful activity or improper use. If the replacement is approved, a new Card will be issued and activated in the amount of the available balance, if any, at the time of the replacement. You may be charged a Card replacement fee as stated in Section 7.b of this Agreement. The maintenance fee, described in Section 7.c of this Agreement, will be assessed through the date, if any, when a replacement Card is issued.

12. Retention of Agreement, Receipt and Card Number

This Agreement was provided to Purchaser. Purchaser and all other Cardholders agree to retain this Agreement and to provide or otherwise make this Agreement available to subsequent Cardholders. A copy of this Agreement is available online at www.getmybalance.com or at 800-755-8713. For customer service purposes, you may be required to present the original receipt of purchase for the Card and the 16 digit Card number, so the receipt should be kept in a safe place. The entire 16 digit Card number is not printed on the Card receipt, so it should also be recorded and kept in a safe place.

13. Disclosure to Third Parties

You acknowledge that SFS may disclose information about the Card to Bank, Shopping Center, Merchants, and their affiliates, service providers, accountants, and others who assist SFS or Bank in providing the Card and related services. SFS will not disclose information that specifically identifies you to any third party except (a) as necessary to complete a transaction; (b) as necessary to comply with applicable law (including court or government agency orders); (c) to verify the existence and condition of the Card; (d) as part of our analyses for internal purposes; (e) as necessary to address disputes concerning the Card; (f) as required for protection of SFS, Bank, Shopping Center or others; (g) in conjunction with the sale to a third party of SFS or a portion of its assets; (h) with your consent; (i) if the disclosure to the third party complies with applicable laws governing such disclosure; or (j) as otherwise permitted by law. You agree that we may disclose information to any third party about the Card when such information is aggregated with other information and does not specifically identify you.

14. Termination of Program

The Card program may be terminated. If the Card cannot be used after termination of the program, the Cardholder will be entitled to surrender the Card and redeem the available balance on the Card for cash. Until the Card is surrendered, all fees will continue to apply including the monthly maintenance fee described in Section 7.c of this Agreement. For inquiries concerning surrenders and redemptions, call SFS at 800-755-8713.

15. DISCLAIMERS AND LIMITATIONS ON LIABILITY

WE, BANK, AND OUR RESPECTIVE AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CARD OR ANY PURCHASES MADE WITH THE CARD, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE, BANK, AND OUR RESPECTIVE AFFILIATES DO NOT REPRESENT OR WARRANT THAT YOUR CARD WILL ALWAYS BE ACCEPTED.

IN THE EVENT THAT WE, BANK, OR OUR RESPECTIVE AFFILIATES ARE FOUND LIABLE TO YOU, YOU SHALL ONLY BE ENTITLED TO RECOVER ACTUAL AND DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT LOADED ONTO YOUR CARD. WE, BANK, AND OUR RESPECTIVE AFFILIATES SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, EVEN IF WE, BANK, OR OUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL WE, BANK, OR OUR RESPECTIVE AFFILIATES HAVE ANY LIABILITY (A) FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF A CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY; (B) FOR ANY DAMAGES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL (INCLUDING ANY ACT OR OMISSION OF A MERCHANT); (C) IF THE USE OF THE CARD IS SUSPENDED OR PROHIBITED BECAUSE IT HAS BEEN REPORTED LOST OR STOLEN, OR WE BELIEVE IT IS BEING USED SUSPICIOUSLY OR FRAUDULENTLY OR IS BEING SUBJECTED TO UNAUTHORIZED USE; (D) IF, THROUGH NO FAULT OF OURS, YOU DO NOT HAVE SUFFICIENT FUNDS ON A CARD TO COVER A TRANSACTION; OR (E) IF A CARD CANNOT BE USED

BECAUSE A CARD TERMINAL OR SYSTEM IS NOT WORKING PROPERLY.

The laws of certain states or other jurisdictions may not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have rights in addition to those contained in this Agreement. In such jurisdictions, our liability and that of Bank and our respective affiliates is limited to the greatest extent permitted by law.

16. Void Where Prohibited by Law

All provisions of this Agreement are void where expressly and to the extent prohibited by law. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be eliminated or adjusted to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

17. Statements, Inquiries and Complaints

You will not be sent periodic statements concerning the Card. You may inquire about the Card Activation Date, amount of the available balance, and transaction history of the Card by telephone at 800-755-0085 or online at www.getmybalance.com. For complaints about a Merchant, please follow the procedures stated in Section 9. For other complaints or inquiries about the Card, you may call 800-755-8713.

18. Governing Law; Venue

With respect to consumer protection issues and laws, this Agreement shall be governed by and construed in accordance with the law of the state of Kansas. Subject to Section 19 of this Agreement, with respect to any dispute related to this Agreement or the Card, we and you agree to submit to the exclusive jurisdiction of the state or federal courts located in Kansas.

19. Arbitration Rights

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

a. Binding Arbitration. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of the relationship between you, us, Bank and our service providers. Any dispute or claim made by you against us (or against any of our subsidiary, parent or affiliate companies), Bank or our service providers arising out of or relating to this Agreement or your use of the Card (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that you may take claims to small claims court if they qualify for hearing by such a court. However, even for those claims that may be taken to court, you and we both waive any claims for punitive damages and any right to pursue claims on a class or representative basis.

b. Arbitration Procedures; Venue. You must first present any claim or dispute to us by contacting our Customer Service Department at 800-755-8713 to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 60 days. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") as modified by this Agreement. The AAA Rules and information about arbitration and fees are available upon request from the AAA (call 800-778-7879) or online at www.adr.org. You and we agree that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act. Unless you and we agree otherwise, any arbitration will be conducted by telephone, on-line, and/or based solely upon written submissions

where no in-person appearance is required and if so required, arbitration will take place in Kansas. The arbitration will be conducted in the English language. An arbitrator must not award and will have no power or jurisdiction to award relief in excess of or contrary to what this Agreement provides, order consolidation or arbitration on a class wide or representative basis, or award punitive damages or any other damages aside from the prevailing party's damages to the extent permitted by this Agreement, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. In any arbitration applying the AAA Rules applicable to large/complex cases, the arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the AAA Rules. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

c. Costs of Arbitration. All administrative fees and expenses of the arbitration will be divided equally between you and us, except that for claims of less than \$1,000, you will be obligated to pay \$25 and we will pay all other administrative costs and fees. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

d. Waiver of Punitive Damage Claims and Class Actions. You and we waive all rights to pursue any claims on a class or consolidated basis or in a representative capacity. Neither you nor we will join any claim with the claim of any other person or entity. Furthermore, the arbitrators shall have no power or jurisdiction to certify a class or to proceed with class arbitration. By this Agreement, both you and we are waiving certain rights to litigate disputes in court. If for any reason this arbitration clause is deemed inapplicable or invalid, you and we both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity.

20. Entire Agreement

This Agreement and the terms on the back of the Card are the complete and exclusive statement of the agreement with the Cardholder regarding the Card. If the terms of this Agreement conflict with the terms on the Card back, the terms of this Agreement govern.

21. CARDHOLDER'S LIMITED RIGHT TO CANCEL

If a Cardholder does not desire a Card that is subject to the maintenance fee or other terms stated in this Agreement, Cardholder may cancel this Agreement and return the Card before it is used along with the original receipt, by United States mail postage prepaid, to ATTN: Card Refunds c/o SFS at 7171 W. 95th St., Ste. 400, Overland Park, Kansas 66212 within 30 calendar days after the Card Activation Date. If the Card is timely returned before it is used, Cardholder will receive a refund in the amount of the available balance on the Card. Time is of the essence in returning the Card. No refunds will be honored unless (a) the Card is returned unused by United States mail post-marked within the 30 calendar day period; and (b) the Cardholder provides his or her name and mailing address with the returned Card and the original receipt. Information concerning this cancellation program may be obtained by calling 800-755-8713. Requests for cancellation may take up to 30 days to process.