

GIFT CARD AGREEMENT

In this Agreement, the cardholder is referred to as "You", "Your" and/or "Cardholder". The gift card is referred to as "Card". Firsttrust Bank ("THE BANK") is the financial institution issuing Your Card. These terms and conditions apply to the use of Your Card. Read this Agreement carefully. By retaining, signing the back of the Card, using or allowing someone else to use the Card means You accept this Agreement and You are responsible for all transactions. Keep a record of the Card number in case of loss or theft. You agree that the Card is THE BANK's property.

Using the Card. You should register Your Card before use at Firsttrust.com/giftcard or call toll-free 800-537-6680. Your Card is non-reloadable, which means once purchased You cannot add value. You may use the Card to make purchases from any merchant that accepts Visa debit cards. You may not use Your Card to make PIN-based transactions or to withdraw funds or receive cash advances. The Card may only be used for legal transactions. The Card may not be used for Internet gambling or international transactions. The Card may not be refunded, exchanged for cash or credit, nor re-sold. At the time of each purchase, You will be asked to sign a receipt for the transaction. The dollar amount of the purchase will be deducted from the balance of Your Card. There is no limit on how frequently You may use Your Card. You agree not to make preauthorized or recurring transactions, such as monthly payments, dues or fees, through the use of the Card. If You plan to make a purchase for an amount that exceeds the balance, You must inform the merchant before making the purchase. A merchant will require payment for the excess. If You improperly receive value greater than the remaining balance on Your Card, You will be liable for the amount by which Your transaction(s) exceeds the remaining balance. THE BANK is not responsible for a merchant's refusal to accept the Card. You agree that the amount of funds shown on THE BANK'S records regarding the Card will determine the balance on the Card. There is no separate deposit account established in your name at THE BANK for the Card and the balance on the Card is not a deposit and is not FDIC insured.

Fees. There are no fees to use the Card to purchase goods or services. Except where prohibited by law, the following fees may apply and may be deducted from the balance available on the Card:

Closed, Lost, or Stolen Card Replacement. THE BANK charges \$15.00 to close or replace a lost or stolen Card;
Maintenance. A monthly maintenance fee of \$2.50 will be deducted from Your balance beginning in the seventh month from Card activation and will occur each month until Card expiration or the available balance is zero.

Restaurant Usage. For purchases made at a restaurant, the purchase amount will be increased by 20% while being authorized by Visa, therefore; sufficient funds must be available for the whole amount. Once the gratuity, if any, is added to the original purchase, only the final amount will be deducted from Your balance.

Lost or Stolen Cards. Your Card may be replaced if it is lost or stolen. Call 800-537-6680 toll-free immediately or write to Card Security Department, P.O. Box 1481, Madison, WI 53701 to report a lost or stolen Card. Visa's Zero Liability policy protects You from liability for unauthorized use of Your Card. You will be required to provide Your Card number.

Conversion To U.S. Dollars. Transactions made in currency other than U.S. Dollars will be converted to U.S. Dollars. The exchange rate shall be either a rate selected by Visa from the rates in wholesale currency markets on the processing date and may vary from the rate Visa receives, or the government-mandated rate in effect for the applicable processing date, plus any issuer international transaction fee, up to 1%. Conversion to U.S. Dollars may occur on a date other than the transaction date. 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.

Card Expiration. Except where prohibited by law, this Card is valid through the expiration date shown on the front of the Card or until the value on the Card reaches zero. You will lose any balance on the Card on the expiration date.

Customer Service/Balance Inquiries. To check the available balance on the Card, review recent transactions, or obtain consumer service at no charge, you may visit Firsttrust.com/giftcard or call toll-free 800-537-6680, 24 hours a day, seven days a week.

No Liability for Failure to Complete Transactions. THE BANK is not liable (i) for the failure to complete transactions; ii) if through no fault of THE BANK, You do not have enough money on Your Card to pay for a transaction; (iii) if the transaction exceeds Your available funds; (iv) if the terminal or system is not working; and/or (v) if circumstances beyond THE BANK's control prevent the transaction. You agree that THE BANK may, without notice, refuse to perform any transaction. THE BANK may cancel or suspend use of the Card at anytime without prior notice to you. If the Card is suspended, You may contact Customer Service at 800-537-6680 to request a refund.

No Liability for Unauthorized Use of Card. THE BANK is not liable for Your use or failure to use Your Card for PIN-based transactions; withdrawal of funds; cash advances; Internet gambling; and/or international transactions.

Returned or Exchanged Merchandise. THE BANK is not responsible for services or merchandise purchased with the Card or any damages resulting from the use of the Card. If You have a problem with merchandise or services purchased, You need to resolve the problem with the merchant. Exchange or return of merchandise purchased will be governed by the procedures and policies of each merchant applicable at the time of exchange or return.

Error Resolution Procedures. If You believe Your transaction receipt is inaccurate or if You need more information about a transaction, contact Customer Service at 800-537-6680 or P.O. Box 1481, Madison, WI, 53701 within 60 days of the transaction, and provide your name; Card number; a description of the error or the transaction at issue; Your concerns or questions; and the dollar amount of the suspected error. If an investigation is required, a resolution may take up to 45 days. If You fail to put Your inquiry in writing within 10 business days, THE BANK may refuse to 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. If You are unable to provide Your Card number to THE BANK, the remedies provided in this section may be unavailable.

Governing Law; Venue. THE BANK is located in Pennsylvania and Your card is issued from Pennsylvania irrespective of Your residency or the jurisdictions in which You use the Card. This Agreement is entered into with You in the Commonwealth of Pennsylvania and shall be governed, construed, and enforced in all respects and all causes of action relating to terms or conditions of Card usage, or terms and conditions of this Agreement according to the laws of Pennsylvania, without regard to its internal conflicts of law principles. Venue for state court proceedings shall lie in the Court of Common Pleas in Montgomery County, Pennsylvania; and for federal court proceedings in the United States District Court for the Eastern District of Pennsylvania in Philadelphia.

Amendment. Without notice to You, THE BANK may change or add new terms to this Agreement at any time, including without limitation, new fees, fee increases or enforcement of rights and obligations under this Agreement.

Privacy Notice. THE BANK collects nonpublic personal information about You from the following sources: (a) applications or forms You complete; (b) Your transactions with THE BANK, our affiliates, or others; and/or (c) information from a consumer reporting agency. THE BANK restricts access to nonpublic personal information about You to those employees and officials who need to know that information to provide products or services to You. THE BANK maintains physical, electronic, and procedural safeguards which comply with federal regulations to protect Your nonpublic personal information. THE BANK may disclose all of the information it collects to companies that perform marketing services on our behalf or to other financial institutions with whom THE BANK has joint marketing agreements. THE BANK may disclose all of the information it collects to comply with government agency or court orders or as otherwise required by law. THE BANK may also disclose nonpublic personal information about You to nonaffiliated third parties as permitted by law.

Arbitration of Disputes/Waiver of Jury Trial and Participation in Class Actions. If either you or THE BANK request, any dispute or claim concerning your account or your relationship to us will be decided by binding arbitration under the expedited procedures of the Commercial Financial Disputes Arbitration Rules of the American Arbitration Association (AAA) and Title 9 of the U.S. Code. Arbitration hearings will be held in the city where the dispute occurred or where mutually agreed. A single arbitrator will be appointed by agreement of the parties, or, if the parties are unable to agree, by the AAA and will be a retired judge or attorney with experience or knowledge in banking transactions. Each party will pay its own costs and attorney's fees. A court may enter a judgment on the award. Any statute of repose or limitations period which would provide a defense to a claim brought in a lawsuit in state or federal court will also apply with equal force and effect to any arbitration brought pursuant to this section.

To the extent permitted by law, if any dispute or claim results in a lawsuit, and neither you nor THE BANK have elected or requested arbitration, you and THE BANK knowingly and voluntarily agree that a judge, without a jury, will decide the case. The arbitration or trial will be brought individually and not as part of a class action. If it is brought as a class action, it must proceed on an individual (nonclass, nonrepresentative) basis. YOU UNDERSTAND AND KNOWINGLY AND VOLUNTARILY AGREE THAT YOU AND THE BANK ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION LAWSUIT.