

**FIRST COMMUNITY BANK MASTERCARD® GIFT CARD
TERMS, CONDITIONS, AND DISCLOSURES**

These are your First Community Bank MasterCard® Gift Card Cardholder Terms, Conditions, and Disclosures (“Terms, Conditions, and Disclosures”). Please read them carefully and keep them for your records. Please sign your card immediately.

By obtaining a card from us, by using the card, or by permitting anyone else to use the card, you agree to be bound by these Terms, Conditions, and Disclosures, which are subject to amendment. You also agree that these Terms, Conditions, and Disclosures are binding on you, and your successors, representatives and assigns.

In these Terms, Conditions, and Disclosures: “card” means the First Community Bank MasterCard® Gift Card(s) obtained from us; “you” and “your” means the recipient of our card; “we”, “us”, and “our” means First Community Bank, a Texas banking corporation, and our successors, affiliates or assigns; “business days” means Monday through Friday, with the exception of any state, federal, or banking holidays; “business hours” means 8:00AM to 5:00PM on business days; and “entry” or “entities” means a request or order for the deposit or payment of money by means of an electronic fund transfer.

Your card is a prepaid stored value card that can be used at millions of merchants and financial institutions that accept MasterCard® Debit cards. The value of your card is maintained with us in an aggregate account in our name, and there is no F.D.I.C. insurance to your benefit. You also will not receive interest on any of the value associated with your card.

You may activate your card by calling us toll free at 1-800-675-1001. The card is provided for your use and protection, and you will:

- Use your card only in the manner and for the purposes authorized by these Terms, Conditions, and Disclosures;
- Promptly notify us of any loss or theft of your card.
- Be liable for any transaction made by a person you authorize or permit to use your card.

If you authorize someone else to use your card, you will assume full responsibility for any and all transactions initiated by such person with your card. If you voluntarily give your card to another person, you have authorized that person to use your card and access any card value available to you, and you are responsible for their use of your card.

TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF A LOST CARD OR UNAUTHORIZED TRANSFER

Notify us immediately if your card is lost or

stolen. If you believe your card has been lost, stolen, or someone has learned your card number, call or write to us or our processor at the telephone numbers and address listed as follows: **First Community Bank Debit Card Department, P O Box 2030 San Benito, TX 78586** You may also contact our customer service representatives on business days during business hours at 1-877-399-3331. Calling our processor or a customer service representative is the best way to minimize your possible losses.

TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

You may use your card for the following types of transactions. Some of the services described in these Terms, Conditions, and Disclosures however, may not be available from us at all times or at all terminals at all times.

Purchase of Goods and Services. You may use your card to pay for purchases of goods and services at all merchant locations that accept MasterCard® Debit cards. If you permit someone else to use your card, we will treat this as if you have authorized this person to use your card and you will be responsible for any transactions initiated by such person with your card. Upon any purchase via a point-of-sale device, mail order, telephone order, or other purchase transaction, your card value will be reduced by the amount of such purchase.

Gift Card Gasoline Purchases. If you use your card for gasoline purchases, you must pay with the card at the cashier station. The card cannot be used for “Pay at the Pump” transactions.

Card Restrictions. Pay at the Pump Gasoline Kiosks, Rental/Airline Reservations, Hotel Reservations, Recurring transactions (AOL Memberships, Gym Membership, etc.)

Although, reservations are restricted card can be used for final payment of airline, car rental, or hotel services.

If you use your card to make a purchase or access cash greater than your remaining card value, you must tell the merchant before completing the transaction. The merchant will require payment for the excess by cash or credit. Some merchants may not allow you to combine multiple payment types (i.e., cash, check, or another payment to card) to satisfy the transaction.

Conversion to U.S. Dollars. Transactions made 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. You agree to pay the converted amount. For these transactions, the rate of exchange between the transaction currency and

billable currency is either a wholesale market rate or the government mandated rate in effect one day prior to MasterCard® International processing date, increased by 1%.

Availability of Card Value. Value added to your card becomes available for withdrawal on the business day following our receipt of funds associated with the added card value.

Entries received by us, which add value to your card, are subject to verification, and any errors in setting such entries will be corrected by us through adjustments to the card value or through other recovery from or reimbursements to you.

Any settlement given by us for an entry, by loading value to the card or otherwise, shall be a provisional settlement until the entry has been finally paid, including on-us entries. Entries returned to us may be charged back against the card or otherwise recovered from you. You hereby authorize us in our sole discretion to re-present entries, without notice to you, for collection.

Transaction Receipts/Card Statements. You can get a receipt at the time you make any transfer with your card using an ATM or a point of sale terminal.

Your card statement is only available electronically at www.fcbweb.net; however, if you need a paper print-out of your card statement, it is available to you upon payment of the statement fee provided in our Schedule of Fees and Charges.

You may also inquire about the remaining value available to you on your card from any ATM that displays the MasterCard® brand mark or any of the logos appearing on the back of your card.

Your card balance at any time shall be determined by us from our books and records.

POINT-OF-SALE TRANSACTIONS Using your card to purchase goods and services from merchants constitutes a simultaneous demand against and withdrawal from your available card value. You do not have the right to stop payment on any point-of-sale transaction originated by use of your card.

FEES AND CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS

There is no monthly maintenance fee associated with your card. There are certain other fees relating to the use of your card. The fees and charges associated with your card are listed in our Schedule of Fees and Charges. When you use an ATM not owned by us, you may be charged an additional fee by the ATM operator or any network used to complete the transaction, and you may be charged a fee for balance inquiry even if you do not complete a funds withdrawal. Fees and charges for other

participating direct merchants and financial institutions may vary from the fees and charges listed in our Schedule of Fees and Charges.

You agree to pay the fees and charges assessed by us according to these Terms, Conditions, and Disclosures. All fees and charges will be automatically assessed against your available card value, and you will be responsible for an deficiency. Payment of all applicable fees and charges (including any applicable monthly maintenance charges) associated with your card is a condition precedent to your use of your card. Notice of a change in fees and charges will be provided by us at least thirty (30) days prior to the date of any change.

DISCLOSURE OF INFORMATION TO THIRD PARTIES

We may disclose information to third parties about your card or your card transaction history:

- Where it is necessary for completing the transaction; or
- In order to verify the existence and condition of your card for a third party, such as a credit bureau or merchant; or
- In order 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; or
- If we conclude that disclosure is necessary to protect you or our interests; or
- If you give us your written permission; or
- If we otherwise deem appropriate, to the extent permitted by law.

You also agree that we may furnish to our affiliates, and to such other persons or entities as we deem advisable for the conduct of our business or that we deem to be in the public interest, any and all information concerning you and your card transaction history that we have in our possession, except to the extent prohibited by law.

BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transaction arising from the use of your card on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough value left on your card to cover a transaction; or
- If the ATM where you are making the transfer does not have enough cash; or
- If the terminal or system was not working properly, and you knew

about the breakdown when you started the transfer; or

- If circumstances beyond our control (such as flood or fire) prevent the transaction, despite reasonable precautions that we have taken.

There may be other exceptions in this or other applicable account or electronic fund transfer service agreements with you. You agree that in performing under these Terms, Conditions, and Disclosures we will in no event be liable for any consequential, incidental, special or punitive damages.

OTHER TERMS AND CONDITIONS

From time to time we may adopt new or amended provisions of these Terms, Conditions, and Disclosures, which will be effective after giving you reasonable notice in writing or by any other method permitted by law, including, in appropriate circumstances, posting notice in our building. Provisions changed pursuant to bank regulatory authority shall be effective per such regulation without further notice.

The card is and will remain our property. However, you will be solely and completely responsible for the possession, use and control of the card. You must surrender the card to us immediately upon request. The card may not be used for illegal transactions.

We may cancel your card or terminate electronic access to your card with or without cause, and without prior notice to you. If we can cancel your card and you have remaining card value, we will issue you a cashier's check for any unused card value, and we may deliver the cashier's check to you in person or by mail.

You may cancel your card at any time prior to its expiration date by notifying us in writing at our address listed in these Terms, Conditions, and Disclosures. After your cancellation notice is received by us, we will issue you a cashier's check for any unused card value, reduced, however, by the Check Issuance/Card Closure Fee described in our Schedule of Fees and Charges, and we may deliver the cashier's check to you in person or by mail.

In the event that a card a balance is negative, the Purchaser will be liable for any negative balance amount.

You must use any card value available to you prior to your card's expiration date. Failure to do so results in the loss of any card value remaining on your card as of the card's expiration date because we have no obligation to honor a request to transfer card value received after your card's expiration date.

Your rights in your card are not transferable except in accordance with applicable federal regulations. No assignment, encumbrance or other transfer of your card will be valid unless our written consent has first been obtained and a memorandum there of is entered on our records.

Notices from you to us will be effective as required by federal or state law, and in the absence of federal or state law, upon our receipt and reasonable time to process. Notices to you

from us will be effective as required by federal or state law, or in the absence of federal or state law, upon mailing to the last known address shown by our records, unless otherwise provided in these Terms, Conditions, and Disclosures.

In the event that any provision of this agreement is determined to be invalid, illegal, or unenforceable, such determination shall not affect the other provisions of this agreement. This agreement shall be governed by, and construed in accordance with the laws of the State of Texas, any actions or proceedings with respect to this agreement or any services hereunder shall be brought only before a federal or state court in Texas.

Failure by us to exercise any or our rights hereunder shall not be a waivers of any or our rights.

Our agreement, set forth in these Terms, Conditions, and Disclosures, is governed by federal law, and where not in conflict with federal law, the laws of the State of Texas, without regard to conflict of law principles.

SCHEDULE OF FEES AND CHARGES

Purchase Price	Gift Cards: Instant Issue \$2.75
Statement Request Fee	\$2.50 per page
Bill Payment	\$0.67 per bill paid
ATM/Cash Access	No fee from First Community Bank. When you use an ATM not owned by us, you may be charged an additional fee by the ATM operator or any network used to complete the transfer.
Other fees may apply and will be disclosed when service is provided	