

SOUTHSIDE BANK GIFT CARD TERMS AND CONDITIONS

These Terms and Conditions govern the use of your Southside Bank Gift Card. Please read them carefully and retain them for your records. By accepting and using your Card you agree to be bound by these Terms and Conditions. “You” and “Your” means the person who has received the Card. “We, “Us” and “Our” mean Southside Bank. The Gift Card (referred to as “the Card”) may only be used in the manner and for the purposes authorized by these Terms and Conditions.

TRANSACTION TYPES AND LIMITATIONS:

Using the Card - The Southside Bank Gift Card is a prepaid MasterCard® Gift stored value card with a value that is limited to the dollar amount prepaid by the Purchaser. The Card allows you to make Transactions with most merchants who honor MasterCard® Debit cards, including for online, face-to-face, and by phone purchase transactions, subject to certain usage restrictions set forth below. The Card will only be honored if there is sufficient money on the card. *It is not a credit card or an automated teller machine card.* The unused available balance of the Card does not earn interest. After the amount available on your Gift Card has been exhausted, all transactions will be declined. Transactions that exceed the remaining card balance will also be declined.

If your purchase is greater than the amount available on your card, the difference can be paid with another form of payment depending on the policy of the merchant. 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.

Limitations on Transactions

- You agree not to make transactions that exceed the amount of funds stored on your Gift Card
- You are responsible for all authorized transactions initiated by use of your card.
- After the amount available on the Gift Card has been exhausted, the Card is no longer useable. The Card may not be reloaded with additional

value and should be destroyed when all value has been used.

- The Gift Card cannot be used to access funds at an ATM (Automated Teller Machine).
- You may make 30 Point of Sale transactions per day.
- You may not make preauthorized regular payments (for example, for membership or subscriptions services which involve recurring charges) through the use of your Gift Card.
- You cannot link the Gift Card to any deposit or credit account you may have at Southside Bank.
- You cannot use your Card to purchase gasoline with “pay at the pump” capability; you must present the Card to the attendant for payment.

Some MasterCard® merchants such as restaurants, hotels, car rental agencies, and gas stations may authorize your Card for more than the Transaction amount 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.

WEB SITE ACCESS

Information about your Gift Card may be accessed through the internet at Southside Bank’s website, www.southside.com. You must register your Card to access certain information concerning your Gift Card. To register your Card, go to www.southside.com. You will be given the opportunity to set a password (the “Internet Password”), which will entitle you to access your Card information. You shall be responsible for any changes made to the information maintained by Southside Bank in reliance upon Internet communications received by the bank that are sent by a user using your Internet Password.

LOST/STOLEN CARDS; ERRORS

YOUR CARD IS LIKE CASH. YOU AGREE TO USE YOUR BEST EFFORTS TO PROTECT 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 terminate the Card. We must have a reasonable amount of time to act on your stolen or lost 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 by the time we are able to terminate it, then we will refund any unused value to you as provided in the REFUND OF UNUSED VALUE section or we may issue a replacement Card. If you think a Transaction is wrong or if you need more information about a Transaction, we must hear from you no later than sixty (60) days after the Transaction was made, and you must provide us with the following: (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 error or 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 suspected error. If you tell us orally, we may require that you give us the same or additional information in writing within ten (10) business days. We will determine whether an error has occurred within ten (10) business days after we hear from you in writing. If we determine that an error has occurred, we will refund to you the amount of the error. You may call us at 1-903-531-7111 or write us at PO Box 1079, Tyler, TX 75710.

DOCUMENTATION

Periodic Statement -A statement of your card activity will not automatically be generated. Instead, you may determine the unused value available on your Card or other information regarding your Card by calling us at 1-800-285-5127, visiting www.southside.com or writing us at Southside Bank – Electronic Banking, PO Box 1079, Tyler, TX 75710. 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 are responsible for monitoring balances and reporting any irregularities to us.

STOP PAYMENT

You may not place a stop payment order on any POS or Gift Card transaction.

BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

EXPIRATION AND TERMINATION

Your Card is valid until the expiration date shown on the Card, or until the entire prepaid value on the Card has been exhausted, whichever comes first. 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 below.

REFUND OF UNUSED VALUE

Upon expiration or termination of your Card, you may obtain a refund of any unused value on the Card. You must request this refund not later than thirty (30) days after the expiration date or date of termination. We will not automatically make any refund; you must request it. We have no obligation to make refunds that 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 Southside Bank – Electronic Banking, PO Box 1079, Tyler, TX 75710. 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. We have up to eight (8) weeks to process your refund request, and we may take longer if there are special circumstances.

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.

- Card Reissue Fee - \$5.00 for the replacement of a lost, stolen Card.
- Inactive Fee - \$6.00 monthly fee when card is unused for more than 12 months.
- International Transaction Fee – 1% of transaction for foreign currency transactions that are converted into US Dollars.

INTERNATIONAL TRANSACTIONS

The Card is intended for use in the United States. 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 plus any charge for conversion or proceedings that may be imposed. Pursuant to applicable federal law, you may not be able to use the Card for transactions with or in countries as established by the United States Department of the Treasury's Office of Foreign Assets Control.

CARD STATUS

If the Card is lost or stolen, you should notify Issuer immediately by calling 1-800-285-5127 or 1-888-567-3043.

BANK'S LIABILITY

If a transfer or transaction arising from the use of your Gift Card does not occur 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 have depleted the funds on your Gift Card to the point it will no longer cover the amount of a transaction; or

If circumstances beyond our control (such as but not limited to an earthquake, flood, fire, etc.) prevent the

transaction, despite reasonable precautions that we have taken.

CONFIDENTIALITY

We will disclose information to third parties about your card or the transfers you make:

- To complete transfers as necessary;
- To verify the condition of your Gift Card upon the request of a third party, such as a merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission; or
- To verify unauthorized use of your Gift Card.

Protecting your privacy is important to Southside Bank and our employees. Please refer to our Privacy Statement for the complete understanding of Southside Bank's policies and practices.

GOVERNING LAW

This Agreement will be governed by the laws of Texas, regardless of where you reside. 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. Exclusive venue shall be in Smith County, Texas.

ARBITRATION

Any and all claims, demands, disputes or controversies of every kind or nature between the parties hereto arising out of or relating to this agreement, its construction, performance or alleged breach, which is not otherwise settled by agreement of the parties, shall be submitted to, determined and decided by arbitration, held in Tyler, Texas, in accordance with the Rules and Procedures of the American Arbitration Association.

Southside Bank
PO Box 1079
Tyler, TX 75710-1079
903-531-7111 or
1-888-567-3043(TOLL FREE)
www.southside.com

Member FDIC

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TYLER, TX 75710-1079

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WWW.SOUTHSIDE.COM