

HILLS BANK AND TRUST COMPANY GIFT CARD TERMS AND CONDITIONS

The Gift Card (referred to below as "the Card") provided by Hills Bank and Trust Company ("Issuer") may be used only in the manner and for the purposes authorized by these Terms and Conditions. For purposes of these disclosures, Issuer's business days are Monday through Friday, holidays excluded.

Section 1. TRANSACTION TYPES AND LIMITATIONS

Using the Card. You may use the Card to pay for purchases except for Prohibited Transactions as described below. A purchase transaction will cause the amount available on the Card to be reduced by the amount of the purchase. The Card is provided for your use and protection, and you agree to use the Card only as instructed and be responsible for any transaction made by a person you authorize or permit to use your Card. Please sign your Card immediately upon receipt. A merchant may refuse to accept an unsigned Card.

Prohibited Transactions. ATM withdrawals are not available with the Card. You may not use the Card for any illegal purpose, including the purchase of illegal goods or services. You agree not to use your Card for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

In addition, the Card may **not** be used to reserve any balance that has not yet accrued, such as to reserve hotel rooms or rental cars, or to "pay at the pump" in advance of a gasoline purchase. You also may not use the Card to add a tip after a transaction has been processed with the Card, for example, at restaurants or for beauty services. You will be responsible for any violations of these restrictions as described in Section 3.

Your Card will expire on the date shown on the Card, or in no less than five years. You must notify Hills Bank to get a replacement card for any remaining balance on an expired card. Monthly charges may apply.

Activation. You do not need to do anything to make your card useable. Cards will be automatically activated when purchased.

Limitation on Frequency of Transactions. There is no limit on how frequently you may use your Card to make purchases. However, you may not make transactions that exceed the amount of funds available on your Card, except as provided in Section 3.

Limitation on Dollar Amount of Transactions with Your Card. The maximum limit on using the Card to make Visa Purchases is \$5,000. The maximum dollar amount allowed on the card is \$5,000. The daily limit for cash advances is \$1,000.

Conversion to U.S. Dollars. Transactions made in currencies other than U.S. Dollars will be converted to U.S. Dollars. The exchange rate used to convert the currency used in an international transaction into the billing currency shall, in each instance, be either a rate selected by Visa from the rates available in wholesale currency markets for the applicable processing date and may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable processing date. The transaction may post on a date other than the date the transaction was made, and thus the actual conversion rate may differ from the rate in effect at the time of the transaction. You agree to pay the converted amount.

Section 2. POINT-OF-SALE TRANSACTIONS

Use of your Card to purchase goods and services from merchants constitutes a simultaneous demand against and withdrawal from the available funds on your Card. To set up a Personal Identification Number (PIN) to process transactions, call 1-877-282-0212.

Section 3. FEE SECTION

Hills Bank encourages you to use your Card as soon as you get it. All fees incurred under this section will be deducted from the Card automatically without further notice to you.

If you plan to make a purchase for an amount that exceeds the available balance on your Card, you must inform the merchant before making the purchase. The merchant will require payment for the excess by cash or credit.

If you improperly receive value greater than the remaining balance on your Card for any reason, you will be liable for the amount by which your transaction(s) exceeded the remaining balance.

3.1 Fee Section

- Issuance fee—\$3.00
- Monthly Card inactivity fee—\$5.00 per month beginning the 12th month after non-usage of the Card.

Section 4. DISCLOSURE OF INFORMATION TO THIRD PARTIES

Information about the Card or Card transactions may be disclosed to and by third parties on the Issuer's behalf only in the following instances:

- Where necessary to complete the transaction (e.g., to verify the existence and condition of your Card to a merchant); or
- 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
- With your permission.

Section 5. PRE-AUTHORIZED TRANSFERS

You may not make pre-authorized, regular payments with the Card, including any automatic withdrawals for recurring monthly bills. If a violation of this section causes you to exceed your available balance, you may be liable for the amounts described in Section 3.

Section 6. ACCOUNT BALANCE

You will not receive account statements; however, you can obtain your current balance and transaction history at www.hillsbankgiftcard.com or by calling 1-877-282-0212.

Section 7. ISSUER'S LIABILITY FOR FAILURE TO COMPLETE TRANSACTION

The Issuer will be liable for your actual and direct damages if it causes your Card transaction to be unreasonably delayed or processed for an incorrect amount, unless:

- You have insufficient funds available on your Card to cover a transaction (through no fault of the Issuer); or
- A terminal or system malfunction caused the loss; or
- Despite reasonable precautions, circumstances beyond the Issuer's control (such as flood or fire) prevent or delay the transaction.

The Issuer shall not be liable or responsible to you or to any third party for any consequential, special, indirect, or incidental damages, regardless of the form of action whether in contract, tort (including negligence), strict liability, or otherwise, even if advised of the possibility of such damages. In no event shall the Issuer's total liability under this agreement exceed the amount of funds available on the Card.

Section 8. ERROR RESOLUTION PROCEDURES

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure as soon as possible. We must hear from you no later than 60 days after the transaction took place.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you inform us orally, we may require that you send us your complaint or question in writing within 10 business days. Please mail information to:

Hills Bank and Trust Company
Attn: eServices Gift Card
PO Box 70
Hills, IA 52235

We will determine whether an error occurred within 10 business days (5 business days for Hills Bank Gift Card point-of-sale transactions) from your notification and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If this is the case, we will credit your account within 10 business days (5 business days for Hills Bank Gift Card point-of-sale transactions) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will notify you of the results within three business days after completing our investigation. If we find that there was no error, we will send you a written explanation.

Section 9. LOST OR STOLEN CARDS

If your Card is lost or stolen, promptly notify Issuer by calling (toll free) 1-877-282-0212 or writing to Hills Bank, Attn: eServices, PO Box 70, Hills, IA 52235. Visa's Zero Liability policy protects you from liability for unauthorized use of your Card. A replacement Card in the amount of your remaining balance may be available from the Issuer. However, you must provide your Card number to cancel your Card and receive a replacement Card. Keep a record of your Card number in a safe place, separate from the Card.

