

BB&T EasySend Account





Welcome To BB&T
The Bank That Offers You Many Advantages

Today you can start to enjoy the benefits of having a BB&T EasySend account, which will allow you to send money to your home country in a fast, easy, and economical way. You will find that EasySend is very easy to use from the very first time. It is convenient too. Plus, if you are already a BB&T customer you will be able to transfer funds 24 hours a day, 7 days a week. With BB&T you will be able to enjoy the peace of mind of knowing that your money will safely reach its destination.

If you currently do not have a checking or savings account with BB&T and would like to learn how you can benefit from these products, ask a BB&T representative at any BB&T branch so that he/she can help you get started.



BB&T EasySend

The easy way to send money to your family and friends in your home country.



BB&T EasySend
Account

BB&T EasySend Benefits

There are many advantages to using BB&T EasySend to send money to your friends and family.

- With EasySend your money will be safe. You will have assurance that the money you transfer will reach your recipient. Plus, your loved one will be able to withdraw up to the equivalent of \$1,000 in their home currency daily.
- The money will be available to your recipient immediately. As soon as you deposit or transfer funds to your EasySend Card, your recipient in your home country can have access to it by simply visiting one of the many ATM machines that displays the PLUS logo.
- If you already have, or decide to open, a checking account with BB&T you will be able to make transfers at your convenience, 24 hours a day, seven days a week, from any BB&T branch, the BB&T Phone24 service in Spanish, and BB&T OnLine Banking.
- You will be able to send money to your family or friends for less. With BB&T EasySend you will benefit from lower fees than those offered at many other major money transfer services.
- Other than the international transaction fee, your recipient doesn't pay any additional fees to withdraw funds from your EasySend account.
- Your recipient will receive your home country's currency at the ATM when withdrawing funds from your EasySend account.
- EasySend is easy to use. It's easy for the person who is sending money and easy for the person who is receiving money.



Please detach card and write down your
BB&T EasySend account number.

**If you have any questions concerning your
BB&T EasySend account you may call
1-866-785-3614.
We are here to help you.**

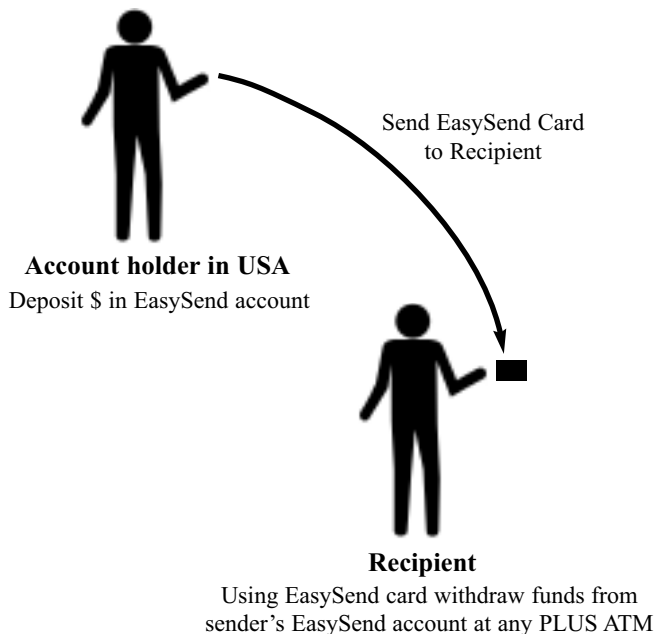
Account Number: _____

How to use your BB&T EasySend Card Account

- Your BB&T EasySend Card is a pre-paid card which you can fund by depositing or transferring money to your card account.
- Your recipient will be the only authorized person to use the card to perform transactions. You are not allowed to use the card for transactions in the United States.
- Once you initially fund your EasySend account, you can add money to your account at any of the BB&T branches during normal business hours, or if you already have a BB&T account, you can transfer money from your checking or savings account to your EasySend account at any BB&T branch or the always available BB&T Phone24 service. You will also be able to transfer funds through BB&T OnLine.
- You will pay a \$5 transfer fee each time you add funds to your EasySend account.
- At the time of account opening you will choose a passcode which you will use for identification purposes when contacting us by phone at 1-866-785-3614. Your passcode is for your protection, to prevent identity theft and should not be shared with anyone else. Remember to keep your passcode in a safe place, separate from your account number.
- You will receive by mail your recipient's BB&T EasySend card, as well as instructions for how to use the card, within 5 to 7 business days of opening the account. You will be responsible for sending the card and the information about how to use the card to your recipient.

- After confirming that your recipient has received the card, you will call 1-866-785-3614 to activate the card. You will need to have the passcode that you chose at account opening in order to activate the card. Upon activating the card, we will provide you with a Personal Identification Number (PIN). Once you have the PIN, you should communicate it to your recipient, reminding him/her to keep this information confidential to prevent unauthorized use of the card. For security purposes, do not send the EasySend Card together with the PIN. For your reference, you may wish to record the PIN in a safe place separate from your account number. You should advise your recipient to keep the PIN separate from the card.
- Your recipient will be able to withdraw money from your account by using the BB&T EasySend Card at any ATM displaying the PLUS logo. Your recipient will receive your home country's currency when withdrawing funds.

How EasySend works:



EasySend Service and Use Fees

Initial Account Set-up Fee	\$5
Funds Transfer Fee (Charged each time funds are added to your EasySend account)	\$5
International Transaction Fee (Deducted at withdrawal)	2% (of withdrawal amount)
Fee for Replacing Lost or Stolen Card	\$15
Inactivity Fee (Charged after six months of inactivity)	\$5
Customer Service Agent Inquiry Fee	\$2 (After the first 5 in any statement cycle)

Funding/Withdrawal Limits

Maximum Deposit (At any one time)	\$1,000
Minimum Deposit (At any one time)	\$25
Maximum Total Deposits Over 30-Day Period	\$2,500
Maximum Card Balance	\$2,500
Maximum Daily Withdrawal	\$1,000

BB&T EasySend is easy to use the first time and every time.

EasySend Transaction Fee Examples

1. New Account Opening Example

\$300.00 Deposit
 (\$5.00) Fee - New Account Opening
 (\$5.00) Fee - Funds Transfer Fee
\$290.00 New Balance

2. Transaction Withdrawal Example*

\$290.00 Balance
 (\$20.00) Withdrawal - the equivalent of US\$20 in home country currency withdrawn by your recipient at an ATM
 (\$0.40) International Transaction Fee (2%)
\$269.60 Amount of US Dollars Remaining

3. Funds Load Example

\$269.60 Balance
 \$200.00 Additional Funds Transfer
 (\$5.00) Fee - Funds Transfer Fee
\$464.60 Amount of US Dollars Remaining

* ATM Owner may impose additional fees

BB&T EASSEND CARD ACCOUNT TERMS AND CONDITIONS

THIS AGREEMENT APPLIES TO YOUR EASSEND CARD ACCOUNT AND THE USE OF THE EASSEND CARD. BY OPENING AN EASSEND CARD ACCOUNT, YOU AUTHORIZE THE RECIPIENT OF THE EASSEND CARD TO USE THE EASSEND CARD. YOU AND THE RECIPIENT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.

1. **Definitions.** In this Agreement, "Card" or "EasySend Card" means all BB&T EasySend Cards issued by Branch Banking and Trust Co. ("BB&T"). "You" and "Your" mean the person(s) who have established the Card Account. "Recipient" means the person You have authorized to use the Card. "We", "Us", and "Our" mean BB&T, or any successors, affiliates or assigns of either. "Card Account" means the single account into which the funds deposited by all purchasers of EasySend Cards will be held.
2. **Card Account Description.** This Card is a "pre-paid" card because the money that is available for use from the Card Account is paid in advance of use. The Card is not a credit card. With a pre-paid card, You deposit money with Us for the Recipient's use. You may have only one open Card Account at any one time. When you deposit money to the Card Account, the money will be held in a single account at BB&T together with money deposited by all other purchasers of EasySend Cards. Since We can track the amounts You deposit, those amounts will be separately FDIC insured up to the maximum amount permitted by law. No interest will be paid to you on the money deposited to the Card Account.
3. **Initial and Subsequent Funding of a Card Account.** Initial funding of the Card Account must take place at a BB&T branch location and must be made by depositing cash. You may subsequently transfer money to the Card Account from one or more BB&T accounts that you designate for that purpose at a BB&T branch location, or by using BB&T Phone 24, a BB&T automated teller machine ("ATM"), or BB&T Online Banking (when available).
4. **Minimum/Maximum Deposits to Card Account.** The minimum value that may be added to the Card Account at any one time is US \$25.00. The maximum value that may be

added to the Card Account at any one time is US \$1,000. No more than US \$2,500 is allowed to be added to the Card in a 30 consecutive day period. If the card has US \$2,500 available for cash withdrawals, additional amounts may not be added to the Card Account.

5. **Important Information About Opening A New Account.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to You: When You open an account, We will ask for Your name, address, date of birth, and other information that will allow Us to identify You. We may also ask to see your drivers license or other identifying documents.
6. **Recipient Qualifications and Information.** Recipients must be 18 years of age or older. You represent that the Recipient is at least 18 years of age. We will not be liable for unauthorized use of the EasySend Card by any Recipient who is not at least 18 years of age.

You will provide Us with the name, address, telephone number and other identification information We may request about the Recipient. You agree to notify Us as soon as possible each time any of the information We have requested changes. The Recipient will be given instructions and information about how to use the Card. We will not assume any liability for any use of the Card by the Recipient which is not in accordance with the instructions.

7. **Use of the Card and PIN.** ONLY the Recipient may use the Card to perform transactions at ATMs that display the PLUS logo. You agree not to use the Card to perform ATM transactions. The transactions that the Recipient may perform at an ATM are: (a) obtaining cash and (b) obtaining Card Account balance information. The Card Account balance and recent transaction history will also be available from Our Telephone Customer Support number listed below.

Use of the Card at an ATM requires a Personal Identification Number ("PIN"). You will be given instructions on how to activate the Card and obtain the PIN at account opening. You are responsible for communicating this PIN number to the Recipient, who must use it in conjunction with the Card.

The Card and PIN are provided for You and Your Recipient's use and protection. You and the Recipient agree:

- a. not to disclose the PIN or record it on the Card or other wise make it available to anyone else;
 - b. to use the Card, the PIN and any ATM as instructed;
 - c. to promptly notify Us at the number provided of any loss or theft of the Card or PIN; and
 - d. to be liable for any transaction made by a person You or the Recipient authorize or permit to use the Card or PIN or both. If You or Recipient permit someone to use the Card, We will treat this as if You have authorized this person to use the Card and You will be responsible for any transactions initiated by such person.
8. **Personal Passcodes.** You will select the passcode for Yourself at the time of account opening. You will use the passcode for identification purposes when You contact us at 1-866-785-3614. Your passcode is provided for Your use and protection. Your passcode should be kept confidential and not shared with anyone else, including the Recipient.
 9. **Funds Availability.** Funds deposited or transferred into the Card Account will be available to the Recipient immediately upon deposit or completion of a transfer from another BB&T account.
 10. **Limits on Withdrawals.** No more than US \$1,000 in cash in a 24 hour period may be withdrawn using the Card at an ATM. No more than US \$2,500 in cash in 30 consecutive days may be withdrawn using the Card at an ATM. The operator of the ATM has the right to set a minimum withdrawal amount or a lower maximum amount.
 11. **Overdrafts / Right of Offset.** You and the Recipient agree not to withdraw cash equal to more than the applicable withdrawal limit(s) or cause the balance in the Card Account to go below zero. We may reject in whole or in part any transaction that exceeds the applicable withdrawal limit(s) or causes a negative balance in the Card Account. If we permit a withdrawal in excess of the withdrawal limit(s), or pay the amount of the negative balance, You agree to pay the amount which was improperly withdrawn, and any related fees. We reserve the right to automatically deduct such amounts from current or future deposits or transfers of money to the Card Account. You agree that we may also make a withdrawal without prior notice from any other BB&T Account that You may own for the amount of any negative balance in the Card Account, plus any related fees.
 12. **International Transactions.** Visa will convert to U.S. dollars any purchase, credit, cash disbursement, ATM transaction or reversal transaction made to your account in currency other than U.S. dollars. The conversion rate will be determined using VISA currency conversion procedures then in effect. Under the currency conversion procedure that VISA International uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA receives, or the government mandated rate in effect for the applicable central processing date. The currency conversion rate is subject to change by VISA. The date the conversion rate is applied by VISA is either: (1) the date the transaction is processed; or (2) the day before the date the transaction is processed. Thus, the conversion rate applied may differ from the rate on the date of your transaction. Any fees imposed by us in connection with foreign currency conversions and in connection with transactions occurring outside of the United States, Puerto Rico, and the U.S. Virgin Islands (international transactions) are contained in the Financial Services Pricing Guide.
 13. **Fees.** You agree to pay the fees and charges listed in the EasySend Account Opening Brochure which is incorporated by reference. You authorize Us to deduct fees from the Card Account or any other account you may have with Us, as applicable. When the Recipient uses the Card, the amount of cash withdrawn and any applicable fees are deducted from that portion of the funds in the Card Account that was deposited by You. The amounts of deposits and withdrawals made, and fees imposed on the Card Account, will be itemized on your monthly statement.
 14. **Receipts and Statements.** Depending on the ATM used, the Recipient may receive a transaction record or receipt at the time the Recipient completes a transaction using the Card. You will receive a periodic statement of the Card Account for each monthly cycle when a transaction occurs and at least quarterly if there are no transactions. You will receive your statement each month approximately 10 days from the last day in the month. You may request information about one or more transactions or request an additional copy of a periodic statement by calling 1-866-785-3614. These requests are subject to the fees and charges listed in the EasySend Account Opening Brochure.

15. Failure to Complete Transactions. If we do not complete a transaction to or from your Card Account 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: (i) if, through no fault of ours, you do not have enough money in your Card Account to complete the transaction together with the applicable fees; (ii) if the ATM was not working properly and the Recipient knew about the breakdown when the transaction started; (iii) if circumstances beyond Our control prevent the transaction despite reasonable precautions we have taken; and (iv) if the ATM the Recipient is using does not have enough cash. There may be other exceptions stated in other agreements with you. If You are uncertain as to the exact balance available on the Card, please call Cardholder Services at 1-866-785-3614 to verify the balance before attempting to complete a transaction. Neither We or any other bank or business will be liable to You or the Recipient for failure to accept or honor the Card.

16. Disputes and Refunds. You and the Recipient agree that some disputes relating to receipt of the correct amount of funds from an ATM or electronic terminal may need to be settled with the operator of the ATM or electronic terminal. If You or the Recipient is entitled to a refund for any reason related to the use of the Card Account, You and the Recipient agree to accept credits to the Card Account in place of cash.

17. Unauthorized Use. You are responsible for all transactions made by You or the Recipient and anyone either You or Recipient authorize or permit to use the Card or Card Account. A transaction is considered "unauthorized" if it is initiated by someone other than You or Recipient without Your or Recipient's actual or apparent authority, and You or Recipient receive no benefit from the transaction. The transaction is not considered "unauthorized" if:

(a) You or Recipient furnish the Card, Card number, ATM PIN, a Passcode, or any other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority, or (b) for any reason We conclude that the facts and circumstances do not reasonably support a claim of unauthorized use. We reserve the right to deny a claim that a transaction was "unauthorized" (a) if We ask You for a written statement, affidavit or other information in sup-

port of the claim and You do not provide it within the time requested or within a reasonable time if no date is stated, or (b) under any other unusual circumstances not otherwise covered above, where We deem such denial is appropriate.

18. Loss, Theft, or Unauthorized Use. If you believe Your Card has been lost or stolen, or your PIN has been obtained by an unauthorized person, or that someone has transferred or may transfer money from Your Card Account without your permission, tell us AT ONCE.

You should IMMEDIATELY call:

1-866-785-3614

OR WRITE
Cardholder Services
P.O. Box 550578

Ft. Lauderdale, Florida 33355-5078
OR FAX TO: 954-377-0072

Telephoning is the best way to keep Your possible losses down. If You tell Us within (2) business days after You learn of the loss or theft of Your Card or the unauthorized transaction, you can lose no more than \$50 if someone makes electronic transfers without Your permission. If You do NOT tell us within two business days after You learn of the loss or theft of Your Card or the unauthorized transaction, and We can prove that We could have stopped someone from using the Card without Your permission if You told Us, You could lose as much as \$500. If You fail to notify Us promptly and You or the Recipient are negligent or fraudulent in the handling of the Card or the Card Account, You could lose all the money in the Card Account! If You or the Recipient report the Card as lost or stolen, We may close the Card Account to keep losses down.

19. Statement Errors. If Your periodic statement shows transactions that neither You nor the Recipient made, or other errors, tell Us AT ONCE.

The Telephone Number To Use Is :

1-866-785-3614

OR WRITE:
Cardholder Services
P.O. Box 550578

Ft. Lauderdale, Florida 33355-5078
OR FAX TO: 954-377-0072

Tell Us AT ONCE if You think Your statement or receipt is wrong, or if You need more information about a transfer listed on the statement or receipt. We must hear from You no later than sixty (60) days after We sent the FIRST statement on which the problem or error appeared. If You do not tell Us within sixty (60) days after the statement was mailed to You, You may not get back any money You lost after sixty (60) days if We can prove that We could have stopped someone from taking the money if You had told Us in time. If good reason kept you from telling Us, We will extend the time periods.

- Tell Us Your name and Card Account number (if any)
- Describe the error or the transfer about which You are unsure, 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 tell Us orally, We require that You also send Us Your complaint or question in writing within ten (10) business days. We will tell You the results of Our investigation within ten (10) business days after We hear from You, and We will correct any error promptly. If We need more time, however, We may take up to forty-five (45) days to investigate Your complaint or question for ATM transactions made within the United States and up to ninety (90) days for new Card Accounts and foreign initiated transactions. If We decide to do this, We will recredit your Card Account within ten (10) business days for the amount You think is in error, minus a maximum of \$50.00, so that You will have the use of the money during the time it takes Us to complete Our investigation. For new Card Accounts, We may take up to twenty (20) business days to recredit Your Card Account for the amount You think is in error, minus a maximum of \$50.00. If We do not receive Your complaint or question in writing within ten (10) business days, We may not recredit Your Card Account. If We decide that there was no error, We will send You a written explanation within three (3) business days after We finish Our investigation. You may ask for copies of the documents that We used in Our investigation.

20. Limitation of Our Liability. Unless otherwise provided by law, Our liability is limited to reimbursing You for the face amount of any unauthorized transaction subject to the terms and conditions set forth in this Agreement. We will not be liable for any claims of special, indirect or consequential damages.

21. Confidentiality. Subject to applicable law, We will disclose information to third parties about You and Your Card Account or the transfers You make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of Your Card Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) as otherwise required or permitted by law or government regulation; (v) if You give Us permission; and (vi) as stated in the BB&T Corporation Consumer Privacy Notice.
22. Credit or Information Inquiries. You authorize Us to make such credit, employment and investigative inquiries as We deem appropriate in connection with the issuance of the Card and use of the Card Account. We can furnish information concerning the Card Account to consumer reporting agencies and others who may properly receive that information.
23. Business Days and Hours. For purposes of this Agreement, our business days are Monday through Friday, except U.S. federal holidays.
24. Waiver and Release from Third Parties. Unless the law provides otherwise, You and the Recipient waive and release Us from any obligations that could arise due to defenses, rights and claims You or the Recipient may have against any third party arising out of the use of the Card Account.
25. Stop Payments. You understand and agree that payments may not be stopped on any individual transaction using the Card Account. Preauthorized transfers from the Card Account to other accounts are not permitted.
26. Amendment and Termination. We may at any time change or terminate this Agreement. The termination of this Agreement will not affect any of Our rights or Your obligations arising out of this Agreement prior to termination. You will be notified of any change prior to the effective date of the change. However, if the change is made for security purposes, We can implement such change without prior notice.
27. Cancellation of Card. The Card remains Our property. We may cancel or suspend Your right or the right of the Recipient to use the Card at any time. A balance of zero dollars does not automatically cancel the Card or close the Card Account. You may cancel this Agreement by returning the Card to Us, calling Us at 1-866-785-3614,

or writing to Us at BB&T Cardholder Services, P.O. Box 550578, Ft. Lauderdale, Florida 33355-0678.

28. **Right to Close Account.** We may close Your Card Account with or without cause at any time by giving You either oral or written notice sent to Your last address as shown on Our records. In the case of oral notice, You shall have five (5) days from the date of notice to withdraw all funds from the Card Account. In the case of written notice, You shall have seven (7) days from the date appearing on the notice to withdraw all funds from the Card Account. Upon notice, You must instruct the Recipient to stop using the Card. We shall not be liable for failure to complete any transactions after the notice date. In the event You have not withdrawn all funds to close the Card Account within those time limits, We will close the Card Account and mail You a check for the funds remaining in the Card Account, after deducting all applicable fees and charges, to Your last address shown on Our records. Closing the Card Account does not release You from the payment of accrued fees or liability for amounts you owe Us. Any waiver by Us of Our right to close Your Card Account for a reason which constitutes cause shall not be a waiver prospectively of Our right at a later time to close Your Card Account for the same or similar reason.
29. **Legal Process Against Your Account.** We have the right to comply with any tax levy, notice of lien, process in attachment, garnishment, execution or other legal proceeding relating to You or Your Card Account (collectively "Legal Process"). We may: (i) honor such Legal Process to the extent that We have no claim to the money; (ii) freeze any Card Account until such time as We are instructed to release the Legal Process or until We remit, or We are ordered to remit, the funds to the appropriate governmental agency or department; (iii) withhold payments of as much of the balance in Your Card Account as may be the subject of the Legal Process and to pay such amount to the court, creditor or other party in accordance with applicable state or federal law; and (iv) place a hold on Your Card Account for a reasonable period of time to permit the parties or Us to have an opportunity to file any additional legal proceedings or to informally resolve the action involving the Card Account. We will not be liable for a failure to complete transactions because of insufficient funds in Your Card Account due to a hold placed on Your Card Account or resulting from service charges, setoffs, or Legal Process. We may charge expenses to Your Card Account or any other BB&T account you own without

prior notice to You including, without limitation, administrative costs, reasonable attorneys' fees or any costs of litigation in responding to any legal proceeding relating to You or Your Card Account that is not otherwise reimbursed. If there are insufficient funds in Your Card Account to reimburse Us fully, you will be liable for the balance.

30. **Disputes Concerning Your Account.** If We have been notified, or We reasonably believe there is a legitimate dispute among any parties who have or claim an interest in Your Card Account, including Us, We may, at Our discretion: (i) continue to rely on the signature cards, and other account documents in our possession; (ii) freeze all or any portion of the funds We deem appropriate until the dispute is resolved; (iii) pay the funds into an appropriate court of law or equity for resolution; (iv) honor the competing claim upon receipt of evidence We deem satisfactory to justify such claim; or (v) close the Card Account and pay any proceeds to: (a) all who have or claim an interest in the Card Account; or (b) the Card Account owner(s) as indicated in Our records; (vi) prohibit any type of withdrawal or transfer from the Card Account; and/or preventing any deposits or credits from being made to the Card Account; and (v) commence a lawsuit to determine the ownership of Your Card Account. We may freeze or place a hold on Your Card Account if We, in good faith, believe: (i) We have a claim against You or the funds in Your Card Account or something has occurred or is reasonably expected to occur which will result in Our having a claim or dispute against You or the funds in the Card Account; or (ii) placing a hold on the Card Account would protect Us from any claims regarding disposition of the funds in the Card Account. You further agree that, as a result of a hold placed on Your Card Account, We shall have no liability for declined transactions.
31. **Arbitration.** It is important that you read this arbitration provision carefully. It provides that you may be required to settle a claim or dispute through arbitration, even if you prefer to litigate such claims in court. You are waiving rights you may have to litigate the claims in a court or before a jury or to participate in a class action lawsuit or other representative action with respect to such claims. In no event and under no circumstances shall any party be liable for any special, incidental, consequential, punitive or indirect damages, including, without limitation loss of profits, even if a party has been advised of the possibility of such damages.

Any claim or dispute ("Claim") by either You or Us against the other arising from or relating in any way to Your Card Account or this Agreement will, at the election of either You or Us, be resolved by binding arbitration. This arbitration provision governs all claims, whether such claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any other legal theory and whether such claim seeks as remedies money damages, penalties, injunctions or declaratory or equitable relief. Claims subject to this arbitration provision include Claims regarding the applicability of this provision or the validity of this or any prior Agreement. As used in this provision, the term "Claim" is to be given the broadest possible meaning, and includes claims that arose in the past or arise in the present or future. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. This means that even if a class action lawsuit or other re-presentative action, such as those in the form of a private attorney general action, is filed, any Claim related to the issues of such lawsuits will be subject to arbitration if you or we so elect.

Claims subject to arbitration also include Claims that are made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise. The party filing for arbitration must choose one of the following arbitration administrators: American Arbitration Association; JAMS; or National Arbitration Forum. Arbitration will be conducted under the rules of the selected administrator by an impartial third-party arbitrator. Any arbitration shall be conducted in the city where the Card Account was opened, the city of Our main office, or a location mutually agreed upon by the parties.

The arbitrator will either be a lawyer with at least ten years' experience in banking, a retired or former judge or a law school professor with banking law expertise. The arbitrator will be selected in accordance with rules of the selected administrator. The arbitrator will apply the substantive law of the state where Our main office is located. The parties may choose to be represented by an attorney. The arbitration will be conducted under the applicable procedures and rules of the administrator that were in effect on the date the request for arbitration is filed. Certain rights that you would have if you went to court such as discovery or the right of appeal may not be available in arbitration or may be more limited. The arbitrator's decision will be final and binding. If there is a conflict between the rules and procedures of the administrator and any term in this provision, the terms of this provision shall

prevail. You or We may bring an action including a summary or expedited motion to compel arbitration of any Claim, or to stay the litigation of any Claims pending in any court. Such action may be brought at any time. The failure to initiate or request arbitration at the beginning of a dispute or claim shall not be construed as a waiver of the right to arbitration.

At Your request, We will advance any reasonable arbitration filing fee, or administrative and hearing fees that You are required to pay up to \$500. We will reimburse You for the initial fee if You paid it and You prevail on your claim. All other fees will be allocated pursuant to the rules of the administrator. The arbitrator may award any fees, cost, and expenses including attorney's fees, as permitted by the administrator's rules. You may obtain copies of the current rules of each administrator, including information about arbitration, fees, and instructions for initiating arbitration by contacting the administrators. American Arbitration Association, 335 Madison Avenue, Floor 10, New York NY 10017. Phone: 800-778-7879. Web site: www.adr.org. JAMS, 1920 Main Street, Suite 300, Irvine, CA 92610. Phone: 800-352-5267. Web site: www.jamsadr.com. National Arbitration Forum, P.O. Box 50191 Minneapolis, MN 55405. Phone: 800-474-2371. Web site: www.arbitration-forum.com.

32. Reporting Certain Activities. Banks are required to file a report called a Currency Transaction Report (CTR) with the Internal Revenue Service whenever it has currency transactions that exceed \$10,000 in one business day. This includes both single and multiple transactions, transactions to or from or on behalf of any one individual or other entity, or in or out of any one account, and exchanges of currency. Banks are also required to file other reports with the U.S. Treasury Department when a transaction is conducted or attempted by, at, or through a bank, involves or aggregates at least \$5,000 in funds or other assets, and the bank knows, suspects, or has reason to suspect that: (a) the transaction involves funds derived from illegal activities or is intended or conducted in order to hide or disguise funds or assets derived from illegal activities (including, without limitation, the ownership, nature, source, location, or control of such funds or assets) as part of a plan to violate or evade any federal law or regulation or to avoid any transaction reporting requirement under federal law or regulation; (b) the transaction is designed to evade any requirements of this part or of any other regulations promulgated under the Bank Secrecy Act; or (c) the transaction has no business or apparent lawful purpose

or is not the sort in which the particular customer would normally be expected to engage, and the bank knows of no reasonable explanation for the transaction after examining the available facts, including the background and possible purpose of the transaction. Banks are also required to maintain a record of: (i) sales of certain negotiable instruments such as cashier's checks, money orders, traveler's checks and other similar instruments when the amount of cash involved is \$3,000 to \$10,000 inclusive; and (ii) funds transfers of \$3,000 or greater. These records must be made available to the U.S. Treasury Department upon request. Other crimes under the Bank Secrecy Act are: (i) causing or attempting to cause a financial institution to fail to file a currency transaction report; (ii) causing or attempting to cause a financial institution to file an inaccurate report; and (iii) structuring or attempting to structure large transactions with financial institutions into several smaller transactions in an attempt to avoid reporting. Financial institutions, financial institution employees, and individuals may all be subject to prosecution for evading the reporting requirements. There are both civil and criminal penalties associated with violations of these regulations that may carry significant monetary fines and imprisonment. You agree to assist Us in gathering information to meet Bank Secrecy Act requirements.

33. Other Terms.

- a. The Card Account and Your obligations under this Agreement may not be assigned. We may transfer Our rights under this Agreement.
- b. Use of the Card Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions.
- c. We do not give up Our rights by delaying or failing to exercise them at any time.
- d. If any term of this Agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect.
- e. If We take legal action against You because of default in the terms of this Agreement, You must pay reasonable attorney's fees and other costs of the proceedings.
- f. You agree to provide Us with any updated contact information promptly by updating Your or the Recipient's profile by calling 1-866-785-3614.
- g. Any legal interpretation or clarification will be based on the use and application of the "Terms and Conditions" document in English. The Spanish copy is only for reference.

Remember, if you have any questions concerning your BB&T EasySend account you may call 1-866-785-3614.

We have bilingual staff to assist you.

BBT.com

C0006405015
Rev. 05/01/06

There's opportunity here

BB&T

Member FDIC
 Equal Housing Lender