

REWARDS CARD AGREEMENT

This Rewards Card Agreement ("Agreement") is the agreement between you and Branch Banking and Trust Company with respect to our issuance and your use of the accompanying Visa® Rewards Card ("Card"). You will be deemed to have accepted the terms of this Agreement if you accept or use the Card, and these terms shall also apply to any person authorized to use this Card.

In this Agreement, "you" and "your" mean the person to whom the Card is issued, the person receiving the Card, or the person using the Card. The terms "we," "us," and "Bank" mean Branch Banking and Trust Company, and its successors, agents, and assigns.

The laws of the state of North Carolina govern this Agreement and all claims and litigation relating to or arising out of this Agreement without regard to that state's conflict of laws principles. We may waive any of the provisions or conditions of this Agreement, but any such waiver shall be effective only on that occasion and shall not be construed as a continuing waiver of the waived provision or condition on any other occasion.

CARD DESCRIPTION

The BB&T Rewards Card is a prepaid, non-personalized non-reloadable debit card, that is accepted where Visa Debit cards are accepted in the United States. As you use the Card, the amount loaded on the Card will be reduced by purchases and any applicable fees. The loaded amount less purchases and applicable fees is known as the Available Balance. Your Card and its pre-funded account are not issued in your name. No separate deposit account is established for you that is associated with this Card. The Card is the Bank's property and must be returned to us upon request. The Card is not FDIC insured.

CARD ACTIVATION & EXPIRATION

"Activation" Label: your Card must be activated before you can use it. To activate the Card, call the toll-free number provided on the back of the Card. Upon activation, Card is nonrefundable/returnable.

Once your Card is activated, the card is valid until the "Good Thru" date printed on the card. On that date, unless prohibited by applicable law, the Card and any Available Balance will expire and you can no longer use the Card or access the Available Balance. Any Available Balance remaining after the "Good Thru" date will be forfeited. Your Card may be subject to state unclaimed property laws. Should your Card have a remaining balance after a certain period of time, we may be required to remit remaining funds to the applicable state agency.

FEE

No fees are charged when the Card is used to purchase goods and services. Subject to applicable law, the following fees will be charged.

- Maintenance Fee: A \$3.50 monthly maintenance fee is charged against the Available Balance after six (6) months of Card activation and each month thereafter.
- Balance Transfer Fee: A \$15.00 fee will be deducted from the remaining Card balance as part of our escheatment process, unless prohibited by applicable law.

CARD BALANCE AND ACTIVITY INFORMATION

You may access Available Balance, Fee and Card transaction information by calling 1-866-594-2076 or visiting BBT.com/rewardcard.

CARD USE

You may use the Card to purchase goods and services from participating merchants in the US. You may not use the Card to pay for airline tickets, car rentals, hotel accommodations or to pay for gas at the pump. To purchase gas, you must give the Card to an attendant to process payment. You acknowledge and agree that the total amount of purchases that may be made with the Card is limited to the Available Balance. You are responsible for keeping track of your Available Balance. You may not use the Card at ATMs or to access any accounts you may have at the Bank.

You may, if you choose, obtain a Personal identification number (PIN) to make purchases with a PIN instead of your signature. To use your PIN, select the "debit" payment option at the point of sale and enter your PIN when prompted. You cannot use your PIN to get cash back at the point of sale (POS), at an ATM or through any other method. To obtain a PIN, call 866-594-2076.

If you wish to use the Card to make purchases over the Internet, by telephone or through a catalog, you must first register the Card by visiting BBT.com/rewardcard. By registering your Card, you can check Available Balance, transaction history and provide your contact information.

If you wish to make a purchase that exceeds the Available Balance, you must inform the merchant that you wish to pay for your purchase with your Card and another form of payment. Not all merchants will accept this type of "split tender" payment.

A merchant will obtain authorization for the amount of your purchase. A purchase will not be authorized if it exceeds the Available Balance. However, in the event that such a transaction is authorized, due to systems malfunction or any other reason, you are liable for and agree to pay immediately the difference between the Available Balance and the transaction amount.

You may not use the Card to conduct illegal transactions such as gambling or to purchase illegal goods and services. We may refuse to authorize a Card transaction if: (a) the Card is reported lost or stolen; (b) we are uncertain whether the transaction is authorized by you; or (c) we reasonably believe that the transaction is made in connection with an unlawful transaction or activity, including without limitation gaming, gambling, lottery, or similar activities. We may temporarily "freeze" the Card and attempt to contact you if we note transactions that are unusual or appear suspicious.

The Card should be treated the same as cash and you are responsible for safeguarding the Card. You do not have the right to stop payment on any transaction originated by use of your Card.

HOLDS

In certain circumstances, the authorization for a purchase may be greater than the actual purchase amount. For example, at a restaurant, an authorization may be for the amount of the meal plus an additional 20% to ensure adequate funds should the customer decide to add a tip. Because we are obligated to pay the authorization amount, the Available Balance on the Card will be reduced by the amount of the authorization (a "hold") even though the actual purchase may be less than the amount authorized. We are obligated to pay the amount authorized, even if the final settlement transaction has not yet been received or processed by us. This hold, which may be more or less than the final transaction amount, will affect the balance available to pay or authorize other Card transactions. As a result, Card transactions may be declined, dishonored or not

paid. We are not responsible if we do not authorize or pay subsequent Card transactions while such a hold is placed on the Available Balance. By conducting point-of-sale transactions, you authorize us to rely on authorized amounts submitted by merchants, to place such a hold or holds on the Available Balance, and to determine the balance available to pay and/or authorize other Card transactions. The hold will be released upon the earlier of: (i) settlement of the transaction for which the authorization was obtained; or (ii) 3 business days after the authorization. Additionally, you should know that a merchant may reverse the authorization at your request.

MERCHANT DISPUTES

You agree to settle all disputes about purchases or transactions made with the Card with the merchant who honored the Card. If you are entitled to a refund for a purchase made in whole or in part with the Card, you agree to accept a refund in the form offered by the merchant.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

Call us at the toll-free number provided on the back of the Card as soon as you can if you believe an error has occurred in connection with the Card or available funds. We must hear from you no later than 60 days following the date the error occurred, and we will attempt to resolve your issue as soon as possible or as required by applicable law. You will need to tell us:

1. Your name, the Card number, original value, and transaction history.
2. Why you believe there is an error, and the dollar amount involved.
3. Approximately when the error took place.

We may require that you send us your complaint or question in writing within 10 business days after you make the verbal complaint. We will promptly start our investigation and determine whether an error occurred. We will tell you the results within 3 business days after we have completed our investigation. We will send you a written explanation of our final determination. You may ask for copies of the documents that we used in our investigation. If you need more information about our error resolution process, call us at the toll-free number provided on the back of the Card.

LOST OR STOLEN CARD

Keep your Card number and PIN in a safe place separate from your Card and do not give or otherwise make available to others your Card or PIN. If your Card is lost or stolen, you must inform us immediately by calling toll free number at 1-866-594-2076. You may be asked for the Card number, original value, and transaction history to verify your identity. You may be eligible, in accordance with applicable law, for a replacement Card if your card is registered. Since the Card should be treated like cash, you may lose all the value associated with your Card if it is lost or stolen.

YOUR LIABILITY

You agree to safeguard the Card and treat it like cash. You will be responsible for all uses of the Card.

LIMITATIONS ON OUR LIABILITY

If we do not complete an electronic fund transfer from the Card on time or in the correct amount according to this Agreement, we will be liable for your actual losses or damages. WE ARE NOT LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. WE WILL NOT BE LIABLE, FOR INSTANCE, IF:

- Through no fault of ours, you do not have enough available funds on the Card to perform

- the transaction together with applicable fees;
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption or a natural disaster) prevent or delay the transfer despite reasonable precautions taken by us;
- The system or POS terminal was not working properly;
- The Card is damaged;
- There are other exceptions stated in this Agreement or provided by law.

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. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION, OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS.

Any dispute, claim, controversy or cause of action, that is filed in any court and that arises out of or relates to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator at a location mutually agreed upon in the state where your Card is maintained, or as may be otherwise required under the JAMS Minimum Consumer Standards, which is incorporated by reference herein. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures. Judgment on an award may be entered in any court having jurisdiction. This clause shall not preclude a party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in its award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. Notwithstanding other language in this agreement, a party retains the right to bring an action in small claims court if it is within the jurisdictional limits of that court. If a party elects arbitration, it may be conducted as an individual action only. This means that even if a demand for a class action lawsuit, class arbitration, or other representative action (including a private attorney general action) is filed, the matter will be subject to individual arbitration. Either party may bring a summary or expedited motion to compel arbitration or to stay the applicable litigation of a dispute in any court. Such motion may be brought at any time, and the failure to initiate or request arbitration at the beginning of litigation shall not be construed as a waiver of the right to arbitration. If a party elects to arbitrate it shall provide notice to the other party. The Bank shall provide notice to you at the address we have in our records, and you may provide notice to: Litigation Practice Group Manager, BB&T Legal Department, P.O. Box 1255, Winston-Salem, NC 27102. You may obtain a copy of the rules of the arbitration administrator, including information about consumer arbitration, fees, and instructions for initiating arbitration by contacting JAMS at www.jamsadr.com. Phone: 800-352-5267.

You and the Bank each agree that under this Agreement, you and the Bank are participating in transactions

involving interstate commerce which shall be governed by the provisions of the Federal Arbitration Act, Title 9 of the United States Code ("FAA") and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all available remedies, including without limitation, damages (to the extent not limited by this Agreement), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator shall follow rules of procedure and evidence consistent with the FAA, this provision, and the administrator's rules.

Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the cost of appeal, regardless of its outcome. However, we will consider in good faith any reasonable written request for us to bear the cost of your appeal. We will pay any fees or expenses we are required by law to pay or in order to make this arbitration provision enforceable.

This arbitration provision shall survive termination or suspension of the Account or this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision or Agreement; provided, however, if the limitations on class actions are struck in a proceeding brought on a class, representative or private attorney general basis, without impairing the right to appeal such decision, this entire arbitration provision (other than this proviso) shall be null and void in such proceeding.

MODIFICATION, CANCELLATION AND WAIVER

Except where prohibited by applicable law, we may cancel or modify any terms, conditions or services related to use of the Card including any part of this Agreement without notice to you. We may delay or waive any right at any time but such delay or waiver shall not affect exercise of those rights in the future.

SEVERABILITY

If any of the provisions of this Agreement are invalid, the remaining provisions shall continue in full force and effect.