

# Terms and Conditions

## General

These are your Gift Card Terms and Conditions.

"Agreement" means these Visa Gift Card Terms and Conditions. "We" "us" and "our" refer to **BCU**. "You" and "your" refer to the person who has obtained a Card from us. "Card" means the primary Visa Gift Card and any secondary Gift Cards obtained from us. Our "Business Days" are Monday through Friday; Federal holidays are not included.

### Agreement; Amendments

We agree to maintain the Card for you and to perform according to this Agreement. By obtaining a Card from us, activating the card, and by using the Card or by permitting anyone else to use the Card, you agree to the provisions of this Agreement, which is subject to amendment, and further agree that this Agreement is binding on your successors, representatives and assigns. We may from time to time adopt new or amended provisions which will be effective after notice has been mailed to you at the last address or email address shown for the Card on our records or has been posted on our Web site [www.bcu.org](http://www.bcu.org) if you have agreed to accept electronic notices in this manner or as otherwise permitted by law. Provisions changed pursuant to regulatory authorities shall be effective per such regulation without further notice.

### Ownership and Use of the Card

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 Internet lottery, betting, or gambling transactions or for any illegal transactions.

### Before using the Card

Write down your Card number and the Customer Service Number on a separate piece of paper in case the Card is ever lost or stolen. For your protection and for regulatory purposes, we may request, and you agree to provide, some additional identification verification information such as your home phone number, date of birth, CVV value (3 digit number on the back of your card) and zip code. We may use this data for a range of purposes, including but not limited to facilitating refunds if your Card is lost or stolen, enhancing usage at merchants that may require zip code authorization, and aiding in collection efforts in the event of a Shortage, as defined herein. We will hold your information in confidence in accordance with the section below entitled "Data Protection and Privacy". If you do not wish to provide the data, or if the data you provide us cannot be appropriately verified, we reserve the right to cancel your Card and reimburse you for the Initial Load Amount.

Please read the following carefully and keep these Terms and Conditions for your records as they set out the Agreement between you and us. You will be deemed to have accepted the Card and the terms of this Agreement if you do any of the following: (a) use the Card or (b) activate the Card.

Please sign the back of your Gift Card using your usual signature immediately upon receipt.

You must be a resident of the U.S. to purchase the Card. The minimum value that can be added is \$10.

### Using Your Card

The VISA Gift Card is a prepaid stored-value card. It is neither a credit card, nor a NCUA insured deposit account. This card is issued by **BCU**; pursuant to a license from Visa U.S.A, Inc. You may use your Card at merchants who accept VISA debit cards worldwide.

The maximum value credited to the Gift Card on issue is limited to \$500, and no more than \$500 can be available for use on the Card at any one time.

The Card is non-transferable. The person who purchases the Card is the only person authorized to use the Card. Please do not give your Card to anyone else to use.

You may only use the Card when there is a balance available on the Card and only up to the amount left on the Card and any transaction fee due. All transactions for purchases will be deducted from your Card, including any transaction fees. Any transaction made that exceeds the available balance will be declined.

If you use the Card to make a telephone call this can require a minimum credit of \$15.

If you use your Card to purchase meals or drinks many restaurants and bars factor a tip into the price of up to 20% when pre-authorizing Card purchases but you will only be debited with the actual amount you spend. Hotels and cruise liners operate a similar policy, usually 15%.

Should you use your Card to pre-authorize a hotel reservation any amount requested in a pre-authorization will not be available to you to spend using the Card, although you will only be finally debited with the actual amount you spend. If **five** days elapse without you authorizing an amount any pre-authorization will be cancelled and this will be available to you.

Automobile rental businesses likewise add 15% to the rental to allow for any additional expenses and mail order companies often add a similar amount for potential shipping costs although the amount finally debited will be as the final bill.

When making a purchase on the phone, by mail or online the account information you provide must be the same account information as registered for the Card and a difference may lead to a declined authorization.

If you use the Card to buy goods and you want to use some other method of payment for part of the cost please advise the store in advance and use the Card first before paying any balance by other means. *We do not guarantee that the establishment will fulfill this request.*

If your account is a personalized account, is in good standing, and has greater than a \$0 balance, it will automatically reissue.

The Card is our property and we may revoke the Card at any time without cause or notice. You must surrender a revoked Card and any Additional Card and you may not use an expired or revoked Card. Upon revocation any amount remaining in your Card account, after deducting all applicable fees, will be returned to you.

You will notify us promptly within a reasonable time if the Card is lost or stolen. A replacement Card will be issued for the balance remaining on the Card at the time it is reported lost or stolen (subject to unauthorized use of the Card as set out below).

We may change the terms of this Agreement or any features of the Card, and we will give you notice of any such change required by law.

Any entity honoring the Card is required to obtain approval or authorization for any transaction. The balance available for authorizing transactions with the Card is the lesser of your available balance or any dollar limitation disclosed for the transaction being performed. You may use your Card only in the manner and for the purposes authorized by this Agreement.

You do not have the right to stop payment on any purchase transaction originated by use of the Card. We are not responsible for any injury to you or to anyone else caused by any goods or services purchased or leased with your Card. If you are entitled to a refund for any reason for goods or services obtained with a Card, you agree to accept credits to your Card in place of cash.

We may suspend access to your Card if we notice excessive use of your Card or other suspicious or potentially illegal activities. Access will be reinstated once we have notified you, clarified the situation and rectified any problems.

#### **Card Activity Information**

You can review your Card balance and the last 5 transactions activity records by calling toll-free **1-866-902-6082**

This information is available to you 24 hours a day, 7 days a week. Your VISA Gift Card account number and some of the information requested when you ordered the Card are required for authentication.

## **Gift Card Account Fees and Charges**

**Card Fees:** **\$2.99** if a member buys a non-personalized Gift Card; and **\$2.99** for a personalized card, whether purchased in the credit union, on the telephone or online.

**Account Maintenance Fee.** You will be charged a \$5.00 fee each month, beginning on the 13th month of inactivity on the Card, as long as there is a balance remaining on the Card.

**Foreign Exchange:** If a card transaction is made in a currency other than that loaded on the Card, the amount will be converted into the appropriate currency at an exchange rate on the day the transaction is processed. The exchange rate used is the wholesale money market or the government-mandated rate increased by 7% (including the VISA handling charge of 1%).

#### **Card replacement fee.**

There is a \$5.00 fee to replace a card that has been lost or stolen.

#### **Our Liability**

If we do not complete a transfer from the Card on time or in the correct amount according to these terms and conditions 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, a merchant refuses to honor the Card.

If through no fault of ours, you do not have enough money available on your Card to make a withdrawal or purchase.

If the terminal or system was not working properly and it was known to us when the transaction started.

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

Other exceptions stated in these terms and conditions.

#### **Additional Card Benefits**

Each Card comes with the benefit of Zero Liability Protection. For further details of this please see the terms and conditions attached.

#### **Errors or Questions**

If you think there is an error involving a transaction made with your Card such as a purchase you didn't make or an incorrect amount charged to your Card, please call us at **1-866-902-6082** or write to us at: Cardholder Services P.O. Box 550578 Ft. Lauderdale, FL 33355. If you tell us orally, we may require that you send your claim or question in writing within 10 business days.

We must hear from you no later than 60 days after the statement cycle date is posted to your account if there is an incorrect or fraudulent charge or you will be responsible for those charges. Tell us your name and Card number. 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. Tell us the dollar amount of the suspected error.

Generally, we will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will re-credit your Card within 10 business days 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 re-credit your Card.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation and any credit made under the preceding paragraph must be repaid by you. You may ask for copies of documents that we used in our investigation.

#### Unauthorized Use of Your Card

Our zero liability policy may protect you from liability for certain unauthorized transactions. Under our zero liability policy, unless you have been grossly negligent or have been engaged in fraud, you will not be liable for any unauthorized transactions made with your lost or stolen Card. If you are grossly negligent or have engaged in fraudulent conduct, you could lose all the money in your prepaid card. A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction and you do not benefit from the transaction in any way. Any unauthorized transactions will be re-credited to your Card in 5 business days.

Also, if your account history has transactions that you did not make, tell us at once by calling, toll-free, **1-866-902-6082**. If you do not tell us within 60 days after the transaction was posted to your account, you may not get back any money you lost if we can prove we could have stopped someone from fraudulently using the Card if you had told us in time. If we believe that a good reason kept you from telling us (such as a long trip or hospital stay), we may extend the time periods.

#### Termination

We reserve the right to terminate this Agreement or any of the services that are described herein by giving you written notice. You may, at any time, terminate this Agreement by calling us, toll-free, at **1-866-902-6082**. Termination will not affect any of our rights or your obligations arising under this Agreement prior to termination.

#### Amendment

We may amend these terms and conditions at any time by adding, deleting or changing provisions in compliance with the applicable notification requirements of federal law and the laws of the State of Delaware. However, if the change is made for security purposes, we can implement it without prior notice.

#### Assignment

We may at any time and without notice to you assign the Card, this Agreement or any of our rights or obligations under the Card or this Agreement to any person or entity. The person or entity to which we make any such assignment shall be entitled to all our rights and/or obligations under this Agreement, to the extent assigned.

#### Privacy

Please refer to the attached link for our policies on information collection and sharing. <http://www.bcu.org>

#### Unclaimed Funds

The balance on an expired card may become unclaimed funds and income to **BCU** if, as shown by our records, you have not, within the statutory period, caused any activity or received any payments with regard to the Card, indicated any interest in the Card, corresponded with us concerning the Card, or otherwise indicated an interest in the Card as evidenced by a writing on file with us, or transacted any business with us.

#### Zero Liability

Visa's Zero Liability policy means 100 percent protection for you. Visa's enhanced policy guarantees maximum protection against fraud. You now have complete liability protection for all of your card transactions that take place on the Visa system. Should someone steal your card number while you're shopping, online or off, you pay nothing for this fraudulent activity.

If you notice fraudulent activity on your card, promptly contact your financial institution to report it. It is important to continually monitor your monthly statement to identify any unauthorized transactions. \*\*

\*\*Cardholders should always regularly check their monthly statements for transaction accuracy. Financial institutions may impose greater liability on the cardholder if the financial institution reasonably determines that the unauthorized transaction was caused by the gross negligence or fraudulent action of the cardholder-which may include your delay for an unreasonable time in reporting unauthorized transactions.

#### Fee Schedule

Replacement Card	\$5.00
Express Shipping	\$30.00
Load fee for Non-Personalized Gift Cards	\$2.99
Load fee Personalized Gift Cards	\$2.99
Account Maintenance (starting 13th month)	\$5.00
Foreign Exchange	1%