

## VISA Prepaid Loyalty Award Card Terms & Conditions

These are your Loyalty Award Card Terms and Conditions. Please read them carefully and keep them for your records. In these Terms and Conditions, "Loyalty Card" and "Card" means the Visa® Debit Loyalty Awards Prepaid Card issued by Greater TEXAS Federal Credit Union, referred to as "Credit Union." "You" and "Your" means the person who has received the Card. "We", "Us" and "Our" means Credit Union, our successors, affiliates or assigns. **By accepting and using your Card, you are agreeing to these Terms and Conditions.** Please sign your Card immediately. The Card must be signed before it may be used. The Loyalty Card is not a credit card. You can obtain additional information about the Loyalty Card at <http://www.visaprepaidprocessing.com>. **Card Access:** The Loyalty Card is a prepaid award card that can be used at retail establishments that accept Visa Debit Cards and can process Visa point-of-sale transactions using either the "credit" or "debit" option. The card **cannot** be used to withdrawal cash at ATM machines. The card **cannot** be used to obtain "cash-back" at the point of sale. **Pin Access:** Visit [www.visaprepaidprocessing.com/GT/Gift](http://www.visaprepaidprocessing.com/GT/Gift) to register your card and select a PIN (see section on Gift Card Registration). Please memorize the PIN upon selection. Do not write your PIN on the card or keep the PIN near the card. If you forget the PIN, please call 866-599-5618 to have a reminder mailed out or you may visit [www.visaprepaidprocessing.com/GT/Gift](http://www.visaprepaidprocessing.com/GT/Gift) to reset the PIN. **Your Loyalty Card:** The Loyalty Card is offered to individuals over the age of 18 that lawfully enter into and form contracts under applicable law, and by using the Card you represent and warrant to us that you are such an individual. We, in our sole discretion may refuse to issue a Card for any reason. The amount of funds shown on the records of the Credit Union shall be deemed the balance on the Gift Card, unless you can prove to us otherwise to our satisfaction in our sole discretion. The Available Balances of all Cards that we issue are held in an aggregate account, not an individual account and there is no share insurance by the National Credit Union Share Insurance Fund (NCUSIF) to your benefit. No interest will be paid on the Available Balance for your Card. You acknowledge and agree that you do not have an Individual NCUSIF-insured account relating to the Card. **Card Balance:** You may confirm your available balance 24 hours a day, seven days a week at <http://www.visaprepaidprocessing.com> or by calling us at 866-599-5618. The automated phone service requires your zip code to be entered. In order to access your card balance using the automated phone service you must first register your card (see section on Card Registration). If your card is not registered, you may call the 866-599-5618 and press "0" to speak with a live operator. **Card Limitations:** Your Loyalty Card expires on the date printed on the front of the Card. If your Loyalty Card balance is zero or becomes zero the Card will be terminated. You must have sufficient, available funds to pay for all Card transactions at merchants. If the purchase amount is greater than the available funds, the difference may be paid for with cash, check, credit or debit card, subject to the policy of the merchant. If the merchant attempts to process the Loyalty Card for more than the available funds, the transaction will be declined. You may only use your Loyalty Card in the manner and for the purposes described in these Terms and Conditions. Certain types of merchants, such as restaurants, gas stations, car rental agencies, cruise lines, hotels and other merchants may obtain an authorization that exceeds the actual amount of your purchase. If the amount of an authorization exceeds the value remaining on your Card, other transactions may not be honored, even though the value remaining on your Gift Card is sufficient to cover the actual amount of those transactions. The secured authorized amount may be held and unavailable for up to three business days. However, only the amount the cardholder authorizes will be deducted from the Card balance. Your Loyalty Card may not be used for illegal transactions or for any type of pre-authorized transaction such as recurring monthly payments, dues or fees. **Purchases with Gratuity:** When using your card at a merchant where there is a potential for a gratuity or tip (such as at a restaurant), your transaction may be authorized for an additional amount (up to 20%) above your total bill. However, any tip amount will be at your discretion. The actual amount processed to your card will not exceed the amount of the bill plus any tip added by you. In addition to restaurants, the types of merchants who may choose to authorize your card with potential gratuity included are bars, taxis, beauty and barber shops and health or beauty spas. **Foreign Transactions.** If you effect an international transaction with your Loyalty Card, the rate of exchange between the transacting currency and the billing currency used for processing the international transaction will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date; and in each instance, plus a 1.5% International Transaction Fee charged in U.S. Dollars. The International Transaction Fee will apply to all international purchase, cash disbursement, and account credit transactions whether or not such transactions are charged in U.S. Dollars. **Service Charges.** There is an administrative fee of \$3.50 per month, which is waived for the first 6 months. Beginning on the seventh month after the Card issue date, the administrative fee will automatically be deducted from the Card balance on the first day of each month until the balance reaches \$0. Phone inquiries through the automated attendant are charged a fee of 50 cents per call while inquiries done with a live person are charged \$2.50 per call; however your first two calls will be free no matter which option you choose. A fee of \$30.00 will be assessed if you choose to unload or "cash-out" available funds on the card. A fee of \$5.00 will be assessed for replacing a damaged, worn or otherwise unusable card that has not been lost or stolen and in addition a \$10.00 or \$35.00 shipping fee will be assessed depending on the type of shipping option you choose. For reissuance of a lost or stolen card, a \$25 fee is assessed and in addition a \$10.00 or \$35.00 shipping fee will be assessed depending on the type of shipping option you choose. All fees are automatically deducted from your Card balance when they occur or on the first day of the month. **Shipping/Handling.** Should your card not arrive to you, and/or is lost or stolen in transit we **do not** refund the shipping/handling fees. **Important things you need to know about your Loyalty**

**Card:** A signature or PIN is required for all in-person purchases. You can also make Internet or phone purchases with your Loyalty Card. You **cannot** obtain cash at an ATM or at the point-of-sale with the card. If you pay at the pump for gas, the terminal automatically checks to see if your Loyalty Card has enough money left to pay for an "average purchase of gas" which varies among merchants and is at least \$75. If your Card does not have at least \$75 available, your transaction may not be approved. **If you plan to purchase gasoline with your Loyalty Card it is recommended that you give your Card to the station attendant and state exactly how much gas you want to purchase, instead of swiping your Card at the pump.** Restaurants, auto rental, cruise lines, hotels and others may authorize an amount of the anticipated charge to the Loyalty Card, which will result in a decline if the amount is greater than the value of the Card. When making a purchase greater than the face value of the Loyalty Card, alert the cashier to use the following payment method; First: Utilize other form of payment to cover amount greater than what is available on Card. Second: Cashier to use remaining balance of Card as the second form of payment. **Documentation of Transactions.** At the time of purchase, you will receive a receipt for the transaction. Retain the receipt for your records. You will also have access to statements, transactions and your balance history, which is accessible on line only at [www.visaprepaidprocessing.com](http://www.visaprepaidprocessing.com) **Disclosure of Information to Third Parties.** We will disclose information to third parties about your Loyalty Card or a transaction that you make: where it is necessary for completing the transaction; in order to verify the existence and condition of your Gift Card; in order to comply with government agency or court orders; in connection with examinations by banking authorities; for analytical purposes; if you give us written permission; and as otherwise permitted by law. **Disputes with Merchants.** You agree to make a good faith effort to settle all disputes about purchases you make using your Loyalty Card with the merchant who accepted the Card. **Lost/Stolen Cards and Your Liability for Loyalty Card Use.** Tell us AT ONCE if you believe your Loyalty Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Call us toll free at 866-599-5618 or write to: Greater Texas Gift Card P.O. Box 026098 Miami, FL 33103 or visit [www.visaprepaidprocessing.com](http://www.visaprepaidprocessing.com) If your Loyalty Card is used in connection with an unauthorized transaction that was processed through the Visa Network, your liability will not exceed \$0, if you reported the loss or theft of your Card and, you did not act grossly negligent or fraudulently in handling your Card. We reserve the right to require an affidavit and conduct an investigation into the validity of any request. **Disclaimer of Liability.** In providing the Loyalty Card service to you, we disclaim any duty or responsibility other than those expressly set forth in these Terms and Conditions. The credit union is not liable expressly for the following: If through no fault of ours, you do not have enough money on the Loyalty Card to cover the transaction; or If the transaction would exceed your available funds; or If the terminal or system was not working properly; or If circumstances beyond our control (such as flood or fire or other natural disaster) prevent the transaction, despite reasonable precautions that we may have taken; or If there are other exceptions stated in these Terms and Conditions or provided by law. **Expiration.** Your Loyalty Card expires on the expiration date listed on the front of the Card, except where prohibited by law, or when the entire value has been exhausted, whichever come first. After the Card has expired, it is no longer valid. All transactions will be declined. Your Loyalty Card may be subject to State law requiring us to turn over remaining funds to a government authority after a period of inactivity or dormancy. **Early Termination.** The Loyalty Card shall remain our property. We may, at any time and without prior notice, cancel your Card and have you return the Card to us before the expiration date. You may terminate your Loyalty Card before the expiration date by returning the Card to us in person or by calling 866-599-5618. Termination of the Card will not affect prior transactions or obligations existing at the time of termination. There will be a \$30.00 fee for Terminating a Loyalty Card before the expiration date. Upon termination, we will arrange to send you a check for your remaining balance, less outstanding transactions and fees, within six to eight weeks. **Amendment.** We may amend these Terms and Conditions by mailing notice to you at your last address on our records at least 21 days prior to the effective date of any amendment that results in an increased fee or charge, an increase in your liability, a reduction in Card services, or stricter transaction limitations. **Assignment.** You may not transfer or assign your Loyalty Card rights to any other person without our prior written consent. We may assign our obligations to you under these Terms and Conditions without your consent or notice to you. **Severability/No Waiver.** If any provision of these Terms and Conditions shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. In the event a provision is deemed unlawful or in violation of a regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation. Our failure to enforce the strict performance of any provision of these Terms and Conditions will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms and Conditions. **Governing Law.** To the extent that federal law is not applicable, these Terms and Conditions are governed by Texas law **Notice of Errors.** If you think a receipt is wrong or you have a question concerning a Loyalty Card transaction, call us toll free at 866-599-5618, or write to: Greater Texas Gift Card P.O. Box 026098 Miami, FL 33103 or visit <http://www.visaprepaidprocessing.com> as soon as you can. We must hear from you no later than 60 days after the transaction date and you must provide the following information: a) your name and Loyalty Card number; b) a description of the error or the transaction you are unsure about, and an explanation as to why you believe it is an error or why you need more information c) the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. **Arbitration.** Any controversy or claim arising out of or relating to these Terms and Conditions or the provision of services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Texas, and judgment on the arbitration award may be entered in any court

having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from the court of competent jurisdiction in the State of Texas necessary to protect the rights or property of you or us (or our agents suppliers, and subcontractors) pending the completion of the arbitration. **WAIVER OF JURY TRIAL:** Each of the parties hereto expressly waives any right it may have to a trial by jury in any legal or court action commenced by any of the parties hereto to enforce, collect, defend, enjoin, or that otherwise relates to this agreement or any of the transactions herein described. Likewise, each party hereto waives any right to have a jury trial in any such legal or court action for any defense, claim of set-off, claim of recoupment, counterclaim or third party action asserted or raised in any such legal or court action. Any legal or court action relating to this agreement or the transactions herein described shall be tried exclusively to a court without a jury. Both parties of this agreement each specifically acknowledges that its execution of this waiver of jury trial is a material inducement for its entering into this agreement.

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