

Greater Texas federal credit union VISA prepaid card web site terms and conditions

These are your Gift Card Terms and Conditions. Please read them carefully and keep them for your records. Please sign your Gift Card immediately. The Card must be signed before the card may be used. In these Terms and Conditions, "Gift Card" and "Card" means the Visa® Debit Gift Card issued by Greater TEXAS Federal Credit Union, referred to as "Credit Union." "You" and "Your" means the person who has received the Gift Card. "We", "Us" and "Our" means "Credit Union", our successors, affiliates or assigns. **By accepting and using your Gift Card, you are agreeing to these Terms and Conditions.** The Gift Card is not a credit card. Cardholder can obtain additional information about the Gift Card at <http://www.visaprepaidprocessing.com/GT/Gift>.

Your Gift Card: The Gift Card is offered to individuals over the age of 18 who may lawfully enter into and form contracts under applicable law, and by using the Gift Card you represent and warrant to us that you are such an individual. We, in our sole discretion may refuse to issue a Gift 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 Access: The Gift Card is a prepaid Gift Card that can be used at retail establishments that accept Visa Debit Cards and can process Visa point-of-sale transactions.

Card Limitations: You must have sufficient, available funds to pay for all Gift 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 Gift Card for more than the available funds, the transaction will be declined. You may confirm your available balance or transactions 24 hours a day, seven days a week at <http://www.visaprepaidprocessing.com/GT/Gift> or by calling us toll free at 866-599-5618. You may only use your Gift 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 Gift Card balance. Your Gift Card may not be used for illegal transactions or for any type of pre-authorized transaction such as recurring monthly payments, dues or fees.

Foreign Transactions. If you obtain your funds (or make a purchase) in a currency other than the currency in which your Gift Card was issued, the amount deducted from your funds will be converted by Visa U.S.A. Inc. into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa U.S.A. Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa U.S.A. Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date.

Service Charges. Your Gift Card expires on the date printed on the front of the Gift Card. There is an administrative fee of \$2.50 per month, which is waived for the first 6 months. Beginning on the seventh month after the Gift Card issue date, the administrative fee will automatically be deducted from the Gift Card balance on the first day of each month until the balance reaches \$0. For a reissuance of the Gift Card, a \$25 fee is assessed. All fees are automatically deducted from your Gift Card balance when they occur or on the first day of the month. If your Gift Card balance is zero or becomes zero the Gift Card will be terminated.

Shipping/Handling. Should your card not arrive to you, and/or is lost or stolen we do not refund the shipping/handling fees.

Important things you need to know about your Gift Card:

- Your signature is required for all in-person purchases. You can also make Internet or phone purchases with your Gift Card.
- If you pay at the pump for gas, the Gift Card terminal in the "pay at the pump" stations automatically checks to see if your Gift Card has enough money left to pay for an "average purchase of gas" which varies among

merchants and is at least \$50. If your Gift Card does not have enough money to pay for this amount, your transaction will be declined. The average gas purchase amount changes just as retail gas prices change. If you plan to buy less than \$50 worth of gas, it is recommended that you give your Gift Card to the station attendant and state exactly how much gas you want to purchase, instead of swiping your Gift Card at the pump.

- Restaurants, auto rental, cruise lines, hotels and others may authorize an amount of the anticipated charge to the Gift Card, which will result in a decline if the amount is greater than the value of the Gift Card.
- When making a purchase greater than the face value of the Gift 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 Gift Card. Second: Cashier to use remaining balance of Gift 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 <http://www.visaprepaidprocessing.com/GT/Gift>.

Disclosure of Information to Third Parties. We will disclose information to third parties about your Gift 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 Gift Card with the merchant who accepted the Gift Card.

Your Liability for Gift Card Use. Tell us AT ONCE if you believe your Gift 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 636001, Highlands Ranch, CO, 80163-6001 or fax it to 303-389-7324 or visit <http://www.visaprepaidprocessing.com/GT/Gift> If your Gift 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 Gift Card and, you did not act grossly negligent or fraudulently in handling your Gift 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 Gift 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 Gift 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 Gift Card expires on the expiration date listed on the front of the Gift Card, except where prohibited by law, or when the entire value has been exhausted, whichever comes first. After the Gift Card has expired, it is no longer valid. All transactions will be declined. Your Gift Card may be subject to State law requiring us to turn over remaining funds on your Gift Card to a government authority after a period of inactivity or dormancy.

Termination. The Gift Card shall remain our property. We may, at any time and without prior notice, cancel your Gift Card and have you return the Gift Card to us. You may terminate your Gift Card by returning the Gift Card to us. Termination of the Gift Card will not affect prior transactions or obligations existing at the time of termination. 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 Gift Card services, or stricter transaction limitations.

Assignment. You may not transfer or assign your Gift 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 Gift Card transaction, call us toll free at 866-599-5618, or write to: Greater Texas Gift Card P.O. Box 636001, Highlands Ranch, CO, 80163-6001 or fax it to 303-389-7324 or visit <http://www.visaprepaidprocessing.com/GT/Gift> 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 Gift 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.