

## SERVICES CREDIT UNION GIFT CARD AGREEMENT

In this Agreement, the cardholder is referred to as "You", and/or "Your". The gift card is referred to as "Card". Services Credit Union is the financial institution issuing Your Card and is referred to as "SCU" "we", "us" and "our". **THESE TERMS AND CONDITIONS APPLY TO THE USE OF YOUR CARD.** Read this Agreement carefully. By using or allowing someone else to use the Card means You accept the terms and conditions of this Agreement and You are responsible for all transactions. Please sign the back of the Card. Keep a record of the Card number in case of loss or theft.

**You may use Your Card to access the underlying Card funds ("Funds"), which means the dollar amount added to Your Card, minus any amounts previously obtained by You through the use of your Card, and minus any fees or other charges incurred in connection with your Card**

**Using the Card.** You may need to activate Your Card before use at <https://www.consumercardaccess.com/cugift2> or call toll-free 866-833-2370. Your Card is non-reloadable, which means once purchased You cannot add value to Your Card. You may use the Card to withdrawal funds, receive cash advances, make PIN-based transactions and/or merchant purchases. At the time of each purchase, You may be asked to sign a receipt or enter your PIN for the transaction. The amount of the purchase will be deducted from Your Funds. There is no limit on how frequently You may use Your Card. If You plan to make a purchase for an amount that exceeds Your Funds, You must inform the merchant before making the purchase. A merchant will require payment for the excess. If You improperly receive value greater than the remaining Funds, You will be liable for the amount Your transaction(s) exceeds the Funds. SCU is not responsible for a merchant's refusal to accept your Card.

**ATM Transaction.** You may use Your Card to make ATM Withdrawals. You will need to enter Your PIN and follow the ATM instructions. You may withdrawal a daily maximum amount of \$310. The ATM owner may charge a fee per transaction.

**Fees.** There are no fees to use the Card to purchase goods or services. Except where prohibited by law, the following fees may apply and may be deducted from Your Funds:

**Closed, Lost, or Stolen Card Replacement.** A \$10.00 fee will be deducted from Your Funds to close or replace a lost or stolen Card; and

**Service Fee.** A monthly fee of \$5.00 will be deducted from Your Funds in the thirteenth month after twelve consecutive months of non-use. This fee will be deducted from Your Funds monthly until transaction activity resumes, the Funds expiration date, or the Funds' balance is zero, whichever is earlier.

**Restaurant Use.** For restaurant purchases, the purchase amount will be increased by 20% while being authorized by Visa, therefore; sufficient funds must be available for the whole amount. Once the gratuity, if any, is added to the original purchase, only the final amount will be deducted from Your Funds

**Lost or Stolen Cards.** Your Card may be replaced if it is lost or stolen. Call 866-833-2370 toll-free immediately or write to Card Security Department, P.O. Box 1481, Madison, WI 53701 to report a lost or stolen Card. Visa's Zero Liability policy protects You from liability for use of your card that you have not authorized. You must provide Your Card number.

**Card/Fund Expiration.** Except where prohibited by law, this Card is valid through the expiration date shown on the front of the Card or until the Funds' balance reaches zero. The expiration date for the underlying Funds is 5 years after the date the Funds are loaded or the Card expiration date, whichever is later.

**Customer Service/Balance Inquiries.** To check Your Funds balance or review recent transactions, visit <https://www.ConsumerCardAccess.com/CUgift2> or call toll-free 866-833-2370, 24 hours a day, 7 days a week.

**No Liability for Failure to Complete Transactions.** SCU is not liable (i) for the failure to complete transactions; ii) if through no fault of SCU, You do not have enough money on Your Card to pay for a transaction (the transaction exceeds Your Funds); (iii) if the terminal or system is not working; and/or (iv) if circumstances beyond SCU's control prevent the transaction.

**No Liability for Improper Use of Card.** SCU is not liable if You attempt to use Your Card for PIN-based transactions, withdrawals of funds, cash advances, to reserve and/or purchase hotel accommodations, rent cars, and/or "pay at the pump". These types of transactions are not allowed with this card.

**Returned or Exchanged Merchandise.** SCU is not responsible for services or merchandise purchased with the Card or any damages resulting from the use of the Card. If You have a problem with merchandise or services purchased, You need to resolve the problem with the merchant. Merchandise exchange or returns are governed by the merchant procedures and policies applicable at the time of exchange or return.

**Error Resolution Procedures.** If You believe Your transaction receipt is inaccurate or if You need more information about a transaction, contact Customer Service at 866-833-2370 or P.O. Box 1481, Madison, WI, 53701 within 60 days of the transaction, and provide Your name, Card number; a description of the error or the transaction at issue; Your concerns or questions; and the dollar amount of the suspected error. If an investigation is required, a resolution may take up to 45 days. If we decide an investigation is required we will credit Your Funds within 10 business days. If we ask You to put your inquiry in writing and we do not receive it within 10 business days, we may not credit Your Funds. For suspected errors involving newly issued Cards, point-of-sale, or foreign-initiated transactions, an investigation may take up to 90 days. For new cards, we may take up to 20 business days to credit Your Funds. If You are unable to provide Your Card number, the remedies provided in this section may be unavailable.

**Governing Law; Venue.** SCU is located in Illinois and Your Card is issued from Illinois irrespective of Your residency or the jurisdiction(s) in which You use the Card. This Agreement is entered into with You in the State of Illinois and shall be governed, construed, and enforced in all respects and all causes of action relating to terms or conditions of Card usage, or terms and conditions of this Agreement according to the laws of Illinois, without regard to its internal conflicts of law principles. Venue for state court proceedings shall lie in the Circuit Court for DuPage County, Illinois; and for federal court proceedings in the United States District Court for the Northern District of Illinois, Eastern Division.

**Privacy Notice.** SCU collects nonpublic personal information about You from the following sources: (a) applications or forms You complete; (b) Your transactions with SCU, our affiliates, or others; and/or (c) information from a consumer reporting agency. SCU restricts access to nonpublic personal information about You to those employees and officials who need to know that information to provide products or services to You. SCU maintains physical, electronic and procedural safeguards which comply with federal regulations to protect Your nonpublic personal information. SCU may disclose all of the information it collects to companies that perform marketing services on our behalf or to other financial institutions with which SCU has joint marketing agreements. SCU may also disclose nonpublic personal information about You to nonaffiliated third parties as permitted by law, including but not limited to disclosure of information about Your account or the transfers You make (a) when it is necessary for completing a transfer; (b) to verify the existence and condition of Your account for a third party, such as a credit bureau or merchant; (c) to comply with government agency or court orders or subpoenas, or laws and regulations; and (d) if You give us Your written permission.