

## SERVICES CREDIT UNION GIFT CARD AGREEMENT

Read this Agreement carefully. THESE TERMS AND CONDITIONS APPLY TO THE USE OF YOUR GIFT CARD ("Card"). Please sign on the back of this Card. You are responsible for all transactions once you use the Card or allow someone else to use the Card. Keep a record of the Card number in case of loss or theft.

**Definitions.** "ATM" means any terminal at which you use your Card to access your Card funds. "Funds Balance" means an amount equal to the balance on your Card minus any amount obtained by you through use of Your Card and any fees, charges and other expenses incurred with use. "SCU", "we" and "us" means Services Credit Union, the financial institution issuing your Card and ICUL Service Corporation, to which SCU assigns its rights for servicing. "PIN" means the personal identification number which you choose for your Card. "You" and/or "your" means the individual to whom the Card is issued.

**Using the Card.** You must sign the back of your Card before use. You may not add funds to your Card. You may use the Card to withdraw funds, receive cash advances, make PIN-based transactions and/or merchant purchases. You may make 2 cash advances, with a daily maximum of \$300. Your maximum daily limit for purchases is \$1,000. You may be asked to sign a receipt or enter your PIN for a purchase. If you make a purchase for an amount which exceeds the Funds Balance, the merchant will require payment for the excess. If you improperly receive value greater than the Funds Balance, you will be liable for the amount by which your transaction exceeds the Funds Balance. Your Card may not be refunded or exchanged for cash or credit. If you give your Card to another person or allow another to use your Card, you will be deemed to authorize all transactions until you give SCU notice that further transactions are not authorized.

**ATM Transactions.** You may use your Card to make ATM withdrawals. You need to enter your PIN and follow the ATM instructions. You may make up to 2 ATM withdrawals daily with a maximum daily limit of \$310. If you use your Card at an ATM not owned by us, you may be charged a fee by the ATM owner.

**Fees.** Except where prohibited by law, the following fees will be charged to your Funds Balance, if applicable:

**International Transaction Fee.** A conversion fee up to 2% of the international transaction amount is charged.

**Closed, Lost, or Stolen Card Replacement.** A \$10.00 fee will be charged to your Funds Balance to close or replace a lost or stolen Card.

**Inactivity Fee.** If you fail to use your Card for 12 consecutive months, your Card will be assessed a monthly fee of \$5.00 beginning in the 13<sup>th</sup> month and will occur monthly until funds are added to the Card, use of the Card resumes or the Card expires.

**Restaurant Usage.** For purchases made at a restaurant, the amount is increased by 20% while being authorized; therefore, sufficient funds must be available for the increased amount. Once the gratuity, if any, is added to the original purchase, only the amount of the purchase plus the added gratuity, if any, is charged to your Funds Balance.

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

**Card Expiration.** Except where prohibited by law, your Card is valid through the expiration date on the Card front. If there is a remaining Funds Balance when your Card expires, a new Card will be reissued.

**Lost or Stolen Cards.** If you believe your Card is lost or stolen, call toll-free 1-866-833-2370 immediately or write the Card Security Department, P.O. Box 1481, Madison, WI 53701.

**Summary of Your Liability for Transactions.** If your Card is lost or stolen, you are not liable for unauthorized transactions. The zero liability policy does not apply if a loss occurs at an ATM or when using your PIN at a merchant, or if we reasonably determine you were negligent or fraudulent in using your Card.

**Funds Balance and Transaction Information.** You may obtain information about the funds remaining on your Card by calling toll-free 1-866-833-2370, 24 hours a day, 7 days a week. This information along with a 60-day history of account transactions is also available online at <https://consumercardaccess.com/main/cugift2>. You also have a right to obtain a 60-day written history of account transactions by calling 1-866-833-2370 or writing us at Card Services Department, P.O. Box 1481, Madison, WI 53701.

### In Case of Errors or Questions about Your Prepaid Debit Card Transactions

Telephone us at 1-866-833-2370, or

Write us at P.O. Box 1481, Madison, WI 53701

as soon as you can, if you think an error has occurred regarding your Card. We must hear from you within 60 days after the transfer allegedly in error was credited or debited to your Card. You may request a written history of your transactions at any time by calling us or writing us at the number or address given above. You need to tell us:

- (1) Your name and Card number.
- (2) Why you believe there is an error and the dollar amount involved.
- (3) Approximately when the error took place.

If you tell us orally, We may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred 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 days to investigate your complaint or question. If we decide to do this, we will credit your Funds Balance within 10 business days for the amount you think is in error, so that you will have the 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 credit your Funds Balance.

For errors involving new accounts, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For a new Card, we may take up to 20 business days to credit your Funds Balance for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If you need more information about our error resolution procedures, call us at the telephone number shown above.

**Liability for Failure to Complete Transactions.** If we do not complete a transfer to or from your Funds Balance on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (i) if you fail to complete a transaction; (ii) if through no fault of ours, you do not have enough money on your Card to make the transaction (the transaction exceeds your Funds Balance); (iii) if the ATM or data processing system is not working properly; (iv) if an ATM does not have enough cash; (v) if you attempt to withdraw more than the ATM limit; (vi) if your transaction is rejected due to pre-authorization procedures; and/or (vii) if circumstances beyond SCU's control, prevent the transaction.

**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 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.

**Amendment.** Subject to any notice to you required by law, SCU may change or add new terms to this Agreement at any time, including without limitation, fee increases, new fees, or enforcement of rights and obligations under this Agreement.

**Privacy Notice.** SCU collects nonpublic personal information about you from the following sources: (i) applications or forms you complete; and (ii) your transactions with SCU, our affiliates, or others. 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 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.