

## EDUCATION CREDIT UNION GIFT CARD AGREEMENT

In this Agreement, the cardholder is referred to as "You", "Your" and/or "Cardholder". The gift card is referred to as "Card". Education Credit Union ("ECU") is the financial institution issuing Your Card. These terms and conditions apply to the use of Your Card. Read this Agreement carefully. Signing the back of the Card, using or allowing someone else to use the Card means You accept this Agreement and You are responsible for all transactions. Keep a record of the Card number in case of loss or theft.

**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 make purchases from any merchant that accepts Visa debit cards. You may not use Your card for PIN-based transactions. You may not use Your Card for reoccurring payments. The Card may not be refunded or exchanged for cash or credit. At the time of each purchase, You will be asked to sign a receipt for the transaction. The dollar amount of the purchase will be deducted from the balance of Your Card. There is no limit on how frequently You may use Your Card. If You plan to make a purchase for an amount that exceeds the balance, 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 balance on Your Card, You will be liable for the amount by which Your transaction(s) exceeds the remaining balance. ECU is not responsible for a merchant's refusal to accept the Card.

**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 the balance available on the Card:

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

**Service Fee** A monthly fee of \$5.00 will be deducted from Your balance in the thirteenth month after twelve months of non-use. This fee will occur each month until transaction activity resumes, card/funds expiration, or the available balance reaches zero, whichever is earlier.

**Restaurant Usage** For purchases made at a restaurant, 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 balance.

**Lost or Stolen Cards** Your Card may be replaced if it is lost or stolen. Call 866-833-2370 toll-free immediately to report a lost or stolen Card. Call Your credit union to receive a replacement card. Visa's Zero Liability policy protects You from liability for unauthorized use of Your Card. You will be required to provide Your Card number.

**International Transaction Fees** International Transaction fees will be assessed up to 1% of the transaction amount for international transactions where a currency conversion occurs, or 0.8% of the transaction amount for an international transaction where a currency conversion is not performed. You agree to pay the converted amount plus any applicable international transaction fees.

**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 Card value reaches zero. The Funds are valid for 5 years after the initial load or date of last use, which ever is longer. You will lose any balance after the funds expiration date.

**Customer Service/Balance Inquiries** To check your balance or review recent transactions, You may 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** ECU is not liable (i) for the failure to complete transactions; ii) if through no fault of ECU,

You do not have enough money on Your Card to pay for a transaction; (iii) if the transaction exceeds Your available funds; (iv) if the terminal or system is not working; and/or (v) if circumstances beyond ECU's control prevent the transaction.

**No Liability for Unauthorized Use of Card** ECU is not liable for Your use or failure to use Your Card for PIN-based transactions; withdrawal of funds cash advances, to reserve and/or purchase hotel accommodations, rent cars, and/or "pay at the pump".

**Returned or Exchanged Merchandise** ECU 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. Exchange or return of merchandise purchased will be governed by the procedures and policies of each merchant 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 ECU at 1-800-687-8144 or 4400 W Interstate 40 Amarillo, TX 79106-5940 within 60 days of the date 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 You fail to put Your inquiry in writing within 10 business days, ECU may refuse to re-credit Your Card. For alleged errors involving newly issued Cards, point-of-sale, or foreign initiated transactions, investigation may take up to 90 days. Re-crediting the amount of an alleged error for new accounts may take up to 20 business days. If You are unable to provide Your Card number, the remedies provided in this section may be unavailable.

**Governing Law; Venue** Texas law to the extent not preempted by federal law governs this Agreement Amendment Without notice to You, ECU may change or add new terms to this Agreement at any time, including without limitation, additional fees, fee increases or enforcement of rights and obligations under this Agreement.

**Privacy Notice** ECU collects nonpublic personal information about You from the following sources: (a) applications or forms You complete; (b) Your transactions with ECU, our affiliates, or others; and/or (c) information from a consumer reporting agency. ECU 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. ECU maintains physical, electronic, and procedural safeguards which comply with federal regulations to protect Your nonpublic personal information. ECU may disclose all of the information it collects to companies that perform marketing services on our behalf or to other financial institutions with which ECU has joint marketing agreements. ECU may also disclose nonpublic personal information about You to nonaffiliated third parties as permitted by law.

**Confidentiality** ECU will disclose information to third parties about Your account or the transfers You make (a) when it is necessary for completing 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; (d) if You give us Your written permission.