

# Visa® Gift Card Terms & Conditions

## Important Disclosures

The following are your WESTconsin Credit Union Visa Gift Card Terms and Conditions. "Agreement" means these Visa Non-Reloadable Gift Card Terms and Conditions. "We" "us" and "our" refer to WESTconsin Credit Union (hereafter referred to as WESTconsin CU). "You" and "your" refer to the person who has obtained a Card from us. "Card" means the primary Visa Gift Card obtained from us. Our "Business Days" are Monday through Friday and exclude Federal holidays.

## Agreement; Amendments

We agree to maintain the Card for you and to perform according to this Agreement. By obtaining a Card from us and using the Card or by permitting anyone else to use the Card, you agree to the provisions of this Agreement, which is subject to amendment, and further agree that this Agreement is binding on your successors, representatives and assigns. We may from time to time adopt new or amended provisions and change the terms of this Agreement or any features of the Card, which will be effective after notice has been posted on our website [westconsincu.org](http://westconsincu.org), or as otherwise permitted by law. Provisions changed pursuant to regulatory authorities shall be effective per such regulation without further notice.

## Ownership and Use of the Card

You must be a WESTconsin CU member in good standing and a citizen or resident of the U.S. with a valid social security number to purchase this Card. The Card is and will remain our property. However, you will be solely and completely responsible for the possession, use and control of the Card. You must surrender the Card to us immediately upon request. The Card may not be used for Internet lottery, betting, or gambling transactions or for any illegal transactions.

## Card Activation and Registration

Please sign the back of your Card immediately upon receipt. To activate your Card and obtain the Personal Identification Number (PIN), call (866) 902-6082, the number on the back of the Card. You may use your Card after activation. Most online and phone transactions will also require you to register your Card, which can be done by calling (866) 902-6082. When making a purchase by phone or online, the account information you provide must be the same account information you entered when you registered your Card; a difference may lead to a declined authorization.

## Using Your Card

Your WESTconsin CU Visa Gift Card is a prepaid stored-value card. It is neither a credit card, nor a NCUA insured deposit account. The Card is issued by WESTconsin CU pursuant to a license from Visa U.S.A, Inc. Your Card allows you to make purchases at most merchants who accept Visa Debit cards worldwide. The Card is non-reloadable and cannot be reused. The Card may not be used at some merchants, including for use at an automated fuel dispenser, recurring payments, non-financial money exchange establishments and gambling establishments. You may only use your Card in the manner and

for the purposes authorized by this Agreement. We are not responsible for any injury to you or to anyone else caused by any goods or services purchased or leased with your Card.

The Card can only be used when a balance is available and only up to the amount left on the Card including any transaction fee due. Any entity honoring the Card is required to obtain approval or authorization for the transaction. Any transaction made that exceeds the available balance will be declined; however, if you are given value through the use of the Card greater than the balance remaining, you will pay us on demand the amount by which your transaction(s) exceeded the balance on the Card. To make a purchase greater than the balance on your Card, you will need to use a second payment method—cash, check, credit, or debit card—to cover the difference. Inform the cashier how much to deduct from your Gift Card and how much you will pay with the second payment method. We do not guarantee that the establishment will fulfill this request.

Point-of-sale transactions may be processed as either a debit or credit transaction. A debit transaction requires the input of a PIN. To obtain your PIN after Card activation or change your PIN, call the number on the back of the Card. The PIN is only valid for point-of-sale transactions with no option for cash back. The Card cannot be used at an ATM machine. A credit transaction requires a signature to be processed.

Some merchants preauthorize for an amount slightly higher than your actual transaction to ensure sufficient funds for tips or incidental expenses. This amount is "held" until the transaction settles to your Gift Card. Only the amount you sign for will ultimately be deducted from your Card.

You do not have the right to stop payment on any purchase transaction originated by use of the Card. If you commence a purchase, then change your mind and fail to make the purchase after the merchant has already obtained an "authorization" for the transaction, the "authorization" may result in a temporary hold for that amount. If you are entitled to a refund for any reason for goods or services obtained with a Card, you agree to accept credits to your Card in place of cash. The refund may take up to 7 days to be credited to your Card.

A \$2.50 monthly inactivity fee will be assessed after twelve consecutive months of no activity. Your Card will expire on the last day of the month of expiration displayed on the front of the Card. If you have registered the Card, we will return to you any credit balance which remains on your expired Card. If the Card is not registered, we will make a good faith effort to return any credit balance remaining on your expired Card to the original purchaser.

## Foreign Exchange

If a transaction is made in a currency other than that loaded on the Card, the amount will be converted into the appropriate currency at an exchange rate on the day the transaction is processed. The exchange rate used to determine the transaction amount in U.S. dollars is the wholesale money market or the government-mandated rate.

## Our Liability

If we do not complete a transfer from the Card on time or in the correct amount according to our Agreement with you (other than for restrictions because of suspicious activity), we will be liable for the correct amount of the transfer. However, there are some exceptions. We will not be liable, for instance: If through no fault of ours, a merchant refuses to honor the Card;

- If through no fault of ours, you do not have enough money available on the Card to make a purchase;
- If the terminal or system was not working properly;
- If the Card is expired, damaged, or revoked;
- If the Card has been reported lost or stolen;
- If the Credit Union has reason to believe something is wrong, for example, the Card has been stolen;
- If the transaction information supplied to the CU by you or a third party is incorrect or untimely;
- If circumstances beyond our control (such as flood or fire) prevent a transaction, despite reasonable precautions that we have taken;
- Merchant authorizes an amount greater than purchase amount
- Other applicable exceptions as otherwise provided by state or federal laws.

## Error Resolution Procedures

In case of errors or questions about transactions arising from the use of your Card, or if any records you see show transactions that you did not make, call (866) 902-6082 immediately. We must hear from you no later than 60 days after the transaction appeared on the transaction activity report. If a good reason such as a hospital stay or long trip prevented you from telling us, we may, at our discretion, extend the period for a reasonable time. In order to help you with your questions, we will need the following information:

- Your name, address, phone number, and Card number.
- A description of the error or transaction you are unsure about and why you believe there is an error or why you need more information.
- The dollar amount of the suspect error.

## Fee Schedule

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| <b>Inactivity Fee</b> | \$2.50 per month after twelve months of no activity |
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Once the type of dispute is identified, we will mail you the appropriate paperwork to complete. No other action will be taken until the completed paperwork is received at the address specified in the documentation. Upon receipt of the completed paperwork, we will send you a confirmation letter and begin the investigation. We will determine whether an error occurred within 60 days. If we need more time, however, we may take up to 30 additional days to investigate your complaint or question. If we decide to do this, we will send you a letter. Credit will be given only after it has been determined that it is warranted.

We will tell you the results after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

## Unauthorized Use of Your Card

Contact us immediately at (866) 902-6082 if you believe the Card has been lost or stolen, or that someone has accessed or may access money from the Card without your permission. You will not be liable for lost value on the Card if you satisfy the following conditions:

- You have immediately called us and reported the Card lost or stolen, allowing us to status the Card.
- You have signed the Card on its reverse side in permanent ink.
- You inform us of the Card number and the approximate date of your last authorized use.
- You have not reported two or more incidents of unauthorized use to us in the preceding 12 months.
- You report all facts of the loss or theft to us and you cooperate in our investigation.

## Right to Restrict Access

We may restrict access to the Card, temporarily or permanently, if we notice suspicious activity in connection with the Card. We have no liability for restricting access to the Card because of suspected suspicious activity. Access will be reinstated if we determine that there has been no unauthorized use of the Card.

## Right to Revoke Card

The Card is the property of WESTconsin CU and we may revoke the Card at any time without cause or notice. You agree to surrender a revoked Card promptly upon demand. Upon revocation, any stored value remaining on the Card will be refunded to you less any applicable fees.