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A+FCU GIFT CARD TERMS AND CONDITIONS

These terms and conditions (“Agreement”) govern the issuance and use of the A+ FCU Gift Card (“Card”). You agree to be bound by the Terms and Conditions of this Agreement. As used in these Terms and Conditions “You” or “Your” means the person who has purchased, received and/or signed the back of the Card; “We”, “Us” or “Our” means A+ Federal Credit Union (“A+FCU”), Our successors, divisions, affiliates or assigns; “Card” means the A+ FCU Gift Card. Please read the following carefully and keep for Your records.

1. About the Card

- The Card is a non-reloadable, prepaid debit card which is “loaded” with an amount in U.S. dollars.
- Each time the Card is used, the value of the Card (the “Card balance”) will decrease by the amount of the transaction. Fees may also be assessed to the balance of the Card which will decrease its value.
- The Card is not linked to or issued in connection with any deposit account established in Your name at any bank and does not create any such account at any bank.
- The value of the Card is not insured by the National Credit Union Association (“NCUA”).
- The Card **is not** a credit card.
- You acknowledge and agree that the amount available on the Card is limited to the prepaid U.S. dollar value of the gift associated with the Card at the time of purchase. This amount is prepaid by the purchaser of the Card.

2. Using Your Card

- **You cannot use Your Card to make purchases outside the United States.**
- The Card may be used by the purchaser or given as a gift to another person. However, once the Card is signed it is non-transferable. Please do not sign the Card if You intend to give it as a gift to another person. **The person who receives the Card as a gift should sign the Card immediately.**
- Your Card will be activated on the date of purchase and may be used for purchases on the following business day.
- You may use the Card to make purchases at merchants within the United States who display the Visa or NYCE logo and have agreed to accept the Card.
- You may use the Card at gas stations, however, at gas stations with a “pay at the pump” capability, we recommend presenting the Card to the attendant for payment.
- Your Card must be registered if You will be using it for mail order, telephone order, or internet purchases.
- You should register Your Card to protect the value remaining on the Card if it’s lost or stolen.
- You may register Your Card at **www.visaprepaidprocessing.com/aplusfcu** or call **888-373-2884**. There may be a fee assessed for Customer Service Agent assisted calls, which will be deducted from the balance of the Card (see Section 19 Fees). Your initial password to access the Web site or automated Voice Response Unit (VRU) is the last six digits of Your Card number. It is recommended that You change the password during Your first session.

- You cannot, and You agree not to, use the Card for betting, Internet lottery, gambling transactions or for any illegal transactions.
- You will not receive a Personal Identification Number (“PIN”) with your Card Account. However, you can select a PIN once you have registered your Card with your personal information. Your PIN can be used for Point-of-Sale (“POS”) transactions only. Your PIN cannot be used for Automated Teller Machine (“ATM”), Cash Back at POS, Teller Cash or quasi-cash transactions. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in Section 9, What to Do about Suspected Errors or Questions.
- You cannot use the Card to make recurring preauthorized payments.
- New procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions have been processed as Visa transactions only. Now transactions may be processed as either a Visa transaction or as a NYCE transaction. Merchants are responsible for and must provide you with a clear way of choosing to make a Visa transaction if they support the option. Please be advised that should you choose to use the NYCE network when making a transaction, different terms may apply. Certain protections and rights applicable only to Visa transactions as described in this Agreement will not apply to transactions processed on the NYCE network. Please refer to Section 10, Liability for Unauthorized Use, for a description of these rights and protections applicable to Visa and non-Visa transactions.
- To initiate a Visa transaction at the POS, swipe your Card through a POS terminal, sign the receipt, or provide your Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa transaction at the POS, enter your PIN at the POS terminal or provide your Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for one time mail order, telephone, or Internet purchases.

3. Purchases in Excess of Card Value

- If the amount of Your purchase is greater than the amount available on Your Card, the difference can be paid with another form of payment, depending on the policy of the merchant.
- Any transaction attempted for more than the amount available on the Card may be declined. Therefore, You must know the balance available on Your Card and inform the merchant to process the transaction in that amount.
- If Your purchases exceed the balance on the Card, and are processed in error by the merchant, You agree to pay Us, immediately upon demand, the excess amount. If You do not pay Us, We may report the unpaid amount to the consumer reporting agencies or We may exercise a right of offset against any account You may have with Us, either individually or jointly. We may offset any debt owed to Us by You without regard to the ownership or source of the funds in the account. This right of setoff does not apply to the extent restricted or prohibited by law or contract. You agree to hold Us harmless from any claim arising from exercising Our right of offset.

4. Merchant Hold Periods

- When You use Your Card at certain merchant locations, the merchant may obtain a preauthorization hold for the amount of Your purchase. The amount of the preauthorization hold may be more than the final transaction amount. This hold will remain in effect until We receive the transaction from the merchant or three business days, whichever occurs first. During the hold period, the funds will not be available for You to use.
- Restaurants and hotels may add from 10% to 25% to the amount of Your purchase at the time of the preauthorization to cover any anticipated gratuity or additional hotel charges. If the amount of the preauthorization is greater than the available Card balance, the purchase may be declined.

To avoid any problem, make sure the amount of the bill, less gratuity, is not more than 75% of the available Card balance.

5. Merchant Disputes and Returns

- You agree to settle any problems You have with the goods or services You purchased using Your Card with the merchant that provided such goods or services.
- If You are entitled to a refund from the merchant, You agree to accept the merchant's refund policy.
- We have no liability for the goods or services You obtained with Your Card.
- When returning a purchase, the merchant will ask for the Card You used to make that purchase. Therefore, it is important to keep Your Card even after the balance is depleted in case you need to return any purchased items.
- We are not responsible for any refunds that are declined as a result of Your loss of Your Card.
- You cannot stop payment on any purchase with Your Card after it has been completed.

6. How to Obtain Your Card Balance or Obtain Information on Transactions Previously Made

- To check Your Card balance or to get a summary of the transactions You have made, go to **www.visaprepaidprocessing.com/aplusfcu** or call **888-373-2884**.
- There is never a fee to access information via the website or the VRU. There may be a fee assessed for Customer Service Agent assisted calls, which will be deducted from the balance of the Card (see Section 19 Fees).
- You will not receive periodic statements or purchase summaries, but You can request one, subject to the fees set forth in Section 19 Fees.

7. Liability for Failure to Complete a Transaction

If We do not complete a transaction arising from the use of Your Card on time or in the correct amount according to Our agreement with You, We will be liable for Your actual losses or damages. There are some exceptions to Our liability, such as:

- If through no fault of Ours, the balance on Your Card is not sufficient to cover the transaction; or
- If the transaction exceeds Your available Card balance; or
- If the merchant terminal or system was not working properly at the time of Your transaction; or
- If circumstances beyond our control (such as flood or fire) prevent the transaction, despite reasonable precautions that We have taken; or
- If there are other exceptions stated in these Terms and Conditions or provided by law.

8. Lost or Stolen Cards

- Please note that the Card must be registered to protect the value remaining on the Card if it's lost or stolen.
- If You believe Your Card has been lost or stolen, immediately call 888-373-2884. There may be a fee assessed for Customer Service Agent assisted calls, which will be deducted from the balance of the Card (see Section 19 Fees). If You are unable to reach a Customer Service Agent, You can suspend Your Card to prevent transactions from being performed with it. To suspend Your Card, go to www.visaprepaidprocessing.com/aplusfcu.
- A replacement Card can be issued for the value remaining, less a fee to reissue the lost or stolen Card (see Section 19 Fees). The original Card will be cancelled.

9. What To Do About Suspected Errors or Questions

Please note that the Card must be registered to increase Your chances of recovering disputed transactions.

In case of errors or questions about electronic transactions on the Card, call 888-373-2884. There may be a fee assessed for Customer Service Agent assisted calls, which will be deducted from the balance of the Card (see Section 19 Fees).

We must hear from You no later than sixty (60) days after Your transaction history was first made available to You (see Section 6, How to Obtain Your Card Balance or Obtain Information on Transactions Previously Made) or You obtained the receipt on which the error or problem appeared. We may require that You submit Your claim in writing.

You must provide the following information:

- Your name and Card number;
- A description of the error or the transaction You are unsure about and clearly explain as clearly as You can why You believe it is an error or why You need more information;
- The dollar amount of the suspected error; and
- The date, time and location of the suspected error.

Within ten (10) business days after We hear from You, We will determine whether an error occurred and will correct the error promptly. If further investigation is warranted, We will re-credit the Card within ten (10) business days for the amount suspected to be in error and will notify You of the results within ten (10) business days after completing Our investigation. If We discover that there was no error, We will send You a written explanation.

If You have a problem with any goods or services You purchase using the Card, You agree to settle any disputes arising from the problem directly with the merchant who provided the goods or services.

10. Liability for Unauthorized Use

Under Visa's Zero Liability policy, You may incur no liability for the unauthorized use of Your Card subject to certain conditions.

A transaction is considered unauthorized if it is initiated by someone other than You without Your actual or apparent authority and if You receive no benefit from the transaction.

A transaction is not considered unauthorized if:

- You furnish the Card, Card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person exceeds that authority; or
- For any other reason, We conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

We may deny You the benefit of the policy if We ask You for a written statement, affidavit or other information in support of the claim, and You do not provide it within the time requested.

Our liability under this policy is limited to reimbursing You for the amount of Your loss up to the face amount of any unauthorized transaction. We are not liable for any special, indirect or consequential damages.

11. Damaged Card

- If Your Card has been damaged, You can request a new Card by calling 888-373-2884. There may be a fee assessed for Customer Service Agent assisted calls which will be deducted from the balance of the Card (see Section 19 Fees).
- If You can provide evidence that You are the Card owner, a replacement Card can be issued for the value remaining, less a fee to reissue the damaged Card (see Section 19 Fees). The original Card will be cancelled.

12. Expired Card

- Your Card can be used to make purchases until the entire value has been used or until the expiration (“Good Thru”) date shown on the front of Your Card. We encourage You to use the entire gift amount prior to this date.
- If a balance remains on Your Card after the expiration date, call 888-373-2884 to request a new Card. There may be a fee assessed for Customer Service Agent assisted calls, which will be deducted from the balance of the Card (see Section 19 Fees).
- A new Card, with a new expiration date, can be issued for the value remaining
- If You do not request a new Card, the monthly fee will continue to be deducted from Your Card balance (see Section 19 Fees) each month until the value reaches \$0.

13. Card Balance Redemption

- If You wish to terminate Your Card prior to the expiration date, You can redeem the remaining Card balance and request a check by calling 888-373-2884. There may be a fee assessed for Customer Service Agent assisted calls, which will be deducted from the balance of the Card (see Section 19 Fees).
- A check will be issued to You for the value remaining

14. Unclaimed Funds

Per state law, any balance remaining on an expired Card may become unclaimed funds and therefore will be escheatable if Our records indicate You have not requested a new Card.

Funds from any unclaimed balance will be escheated to the state in which the Card was purchased. To claim funds, see the state escheat laws in the state from which the Card was purchased.

15. Cancellation / Gift Card Program Changes

We are the issuer and owner of the Card and may cancel your right to use the Card at any time without prior notice to you. You will not be able to use a cancelled Card. If your Card is cancelled, you may call our Customer Service for further information. Except as required by applicable law, we reserve the right to discontinue the Card program or add to, delete or amend the terms and conditions of this Agreement at any time by sending you written notice, or posting the notice or revised Agreement online at <https://www.aplusfcu.org>. By using your Card after the effective date stated in the notice, you will have confirmed your agreement to the change. If you do not agree with the change and want a refund of the remaining card balance, you must not use your Card and must call our Customer Service.

16. Disclosure of Information to Third Parties

We will not disclose Your Card information to third parties except in the following circumstances:

- When it is necessary to complete Your Card transaction.
- When We have Your expressed permission.
- To verify the existence of Your Card.

- To protect against possible fraud or other criminal activities.
- To comply with governmental agency or court orders.
- To third parties affiliated entities that assist in providing Card services.
- To collect sums due from You or with regard to any legal action connected to Your Card.

17. Governing Law

This Agreement, the Card, all Card transactions and all arbitration proceedings will be governed by the Visa Rules and Regulations, the laws of the United States and the laws and regulations of the state of Texas.

18. Business Day

Our business days are Monday through Friday. Saturday, Sunday and federal holidays are excluded.

19. Fees

You agree to pay the following service fees that apply to Your use of the Card. These fees will be deducted from Your Card balance.

FEE SCHEDULE

Card Purchase Fee	\$2.95
Customer Service Call – Agent Assisted	\$1.50 (first call free)
Customer Service Call – Voice Response	Free
Monthly Inactivity Fee (Begins 12 months after inactivity)	\$2.50
Lost / Stolen / Damaged Card Replacement Fee	\$7.50
Paper Statement Fee	\$5.00
Express Delivery Fee	\$15.00

20. Assignment

We reserve the right to transfer and assign all or any part of our rights and obligations under this Agreement to any other entity or person and that entity or person shall be entitled to enforce our rights under this Agreement.

21. Entire Agreement

This Agreement represents the entire agreement between the parties and supersedes all prior or contemporaneous written or verbal agreements.

22. Severability

In the event that one or more provisions of this Agreement shall, for any reason, be held invalid or illegal, such holding will not affect the enforceability of any other provision.